

SOLICITATION, OFFER AND AWARD				1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING		PAGE 1 OF 79 PAGES		
2. CONTRACT NO.		3. SOLICITATION NO. W912DY-04-R-0002		4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP)		5. DATE ISSUED 20 Nov 2003		6. REQUISITION/PURCHASE NO.		
7. ISSUED BY US ARMY ENGINEERING & SUPPORT CENTER CEHNC-CT 4820 UNIVERSITY SQUARE HUNTSVILLE AL 35816-1822 TEL: SEE "ADMINISTERED BY" FAX:				CODE W912DY		8. ADDRESS OFFER TO (If other than Item 7) ACQUISITION SUPPORT TEAM/CT-P ATTN: LAURA STIEGLER 256-895-1171 HUNTSVILLE AL 35816 TEL: 256-895-1171 FAX: 256-895-1141				
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".										
SOLICITATION										
9. Sealed offers in original and <u>5</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in <u>4820 University Square</u> until <u>2:00 PM</u> local time <u>09 Jan 2004</u> (Hour) (Date)										
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.										
10. FOR INFORMATION CALL:		A. NAME LAURA STIEGLER		B. TELEPHONE (Include area code) (NO COLLECT CALLS) 256-895-1171		C. E-MAIL ADDRESS Laura.M.Stiegler@hnd01.usace.army.mil				
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OFFER (Must be fully completed by offeror)										
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.										
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.										
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)										
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):					AMENDMENT NO.		DATE		AMENDMENT NO.	
15A. NAME AND ADDRESS OF OFFEROR		CODE		FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)				
15B. TELEPHONE NO (Include area code)		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>				17. SIGNATURE		18. OFFER DATE		
AWARD (To be completed by Government)										
19. ACCEPTED AS TO ITEMS NUMBERED				20. AMOUNT		21. ACCOUNTING AND APPROPRIATION				
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()						23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM		
24. ADMINISTERED BY (If other than Item 7)				CODE		25. PAYMENT WILL BE MADE BY		CODE		
26. NAME OF CONTRACTING OFFICER (Type or print) TEL: EMAIL:						27. UNITED STATES OF AMERICA (Signature of Contracting Officer)		28. AWARD DATE		
IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.										

Section B - Supplies or Services and Prices

EXECUTIVE SUMMARY

1. The primary objective of this contract is to provide engineering services support for the Electronic Technology Systems Center, Electronic Security Systems (ESS) and Utility Monitoring and Control Systems (UMCS) under NAICS Code 541690/Other Scientific and Technical Consulting Services. These engineering services will include, but are not limited to, providing program and project management support, training support and other technical and programmatic support. This support may call for extensive domestic and foreign travel. Personnel should be able to obtain necessary security clearances and visas/passports.
2. It is the Government's intent to make up to three awards **to qualified small business concerns** under this acquisition. Contracts will be for a base year with four 1-year option periods. There is no guarantee that any or all options will be exercised on any or all of the resultant contracts. Circumstances permitting, the Government intends to award contracts (without discussion) based upon information contained in the offeror's initial proposal. Depending on the quality of the offerors' proposals, it is possible that one, more than one or all awards will be made without discussions; it is also possible that after initial 'non-discussion' awards, discussions will be conducted with the remaining offerors in the competitive range which may result in more awards; and it is also possible that discussions may be necessary before any awards are made. The resultant contract(s) will be indefinite-delivery/indefinite-quantity (ID/IQ), as defined at FAR 16.504. Under each contract, task orders may be issued for services. Task orders may be awarded as either (1) firm-fixed price, (2) time and materials or (3) some combination of the above. It is anticipated that approximately 85 percent of the task order efforts will be FFP. However, task orders may be issued on a T&M basis for work of an indefinite nature or to support an urgent need. FFP orders will be bilaterally agreed upon; T&M orders may be unilaterally or bilaterally awarded. In accordance with Defense Federal Acquisition Regulation Supplement (DFARS) 217.7404-3 T&Ms will be definitized by the earlier of: (1) The date that is 180 days after issuance of the action (this date may be extended but may not exceed the date that is 180 days after the contractor submits a qualifying proposal); or (2) The date on which the amount of funds obligated under the contract action is equal to more than 50 percent of the not-to-exceed price. Information in the Schedule of Section B, will provide for services on the basis of payment of labor at specified fixed fully-burdened hourly rates which may include wages, overhead, and general and administrative expenses.
3. The ordering period shall commence upon the date of award and may continue for a period of five years. Labor rates may be escalated annually (see FAR 52.222.43 for limitations) as provided in the Schedule. However, the labor rates in effect at the time an effort is awarded will remain in effect through completion of the awarded effort, unless modified due to an increase in the Department of Labor wage rates.
4. The Government is under no obligation to issue any orders against this contract in excess of the minimum contract obligations. The estimated maximum contract amount is \$24,000,000 over a period of five years (one base year and four option years) to be distributed among the successful offerors. The estimated annual usage is \$4,800,000 to be distributed among the successful offerors. In accordance with Engineer FAR Supplement (EFARS) 16.504 the Contracting Officer has established a minimum quantity (obligation) of \$5,000.00 for each awardee for the base year and \$5,000 for each awardee for the option year(s). In the event that the Government does not award an order(s) that satisfies the minimum obligation, the contractor will be entitled to breach of contract damages, i.e., lost profits and any standby costs. The Government reserves the right to unilaterally exercise the option periods and to unilaterally move unused capacity between contract years.
5. The range of allowable profit is between 6 and 10 percent. Profit will be negotiated on individual task orders based on the size, complexity, and associated risk of each project. Profit is not an allowable cost on travel.
6. Under T&M orders, all hours for direct labor shall be supported by individual daily job cards or time records signed by the individual thereof.
7. The only authorized ordering office is the U.S. Army Engineering and Support Center, Huntsville, Alabama.

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE
0001	TOTAL PROJECT - BASE YEAR FFP	UNDEFINED		

This CLIN includes labor, travel, materials/supplies and profit.

This CLIN will be utilized for task order award. For proposal preparation purposes, offerors shall complete the CLINs 0001AA through 0004.

SUBCLINS 0001AA THROUGH 0004

CONTRACT LINE ITEM NUMBERS 0001AA THROUGH 0004

BASE YEAR

FOR USE WITH FFP AND T&M TASK ORDERS

<u>CLIN</u>	<u>SERVICES</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
0001AA	LEVEL 5-PROGRAM/ PROJECT MANAGER	1	HR	_____	_____
0001AB	LEVEL 4-PROGRAM PROJECT MANAGER	1	HR	_____	_____
0001AC	LEVEL 3-PROGRAM PROJECT MANAGER	1	HR	_____	_____
0001AD	LEVEL 2-PROGRAM PROJECT MANAGER	1	HR	_____	_____
0001AE	LEVEL 1-PROGRAM PROJECT MANAGER	1	HR	_____	_____
0001AF	LEVEL 3-SENIOR ENGINEER	1	HR	_____	_____
0001AG	LEVEL 2-SENIOR ENGINEER	1	HR	_____	_____
0001AH	LEVEL 1-SENIOR ENGINEER	1	HR	_____	_____
0001AJ	LEVEL 5-ENGINEER	1	HR	_____	_____
0001AK	LEVEL 4-ENGINEER	1	HR	_____	_____
0001AM	LEVEL 3-ENGINEER	1	HR	_____	_____
0001AN	LEVEL 2-ENGINEER	1	HR	_____	_____

0001AP	LEVEL 1-ENGINEER	1	HR	_____	_____
0001AQ	LEVEL 3-TECHNICIAN	1	HR	_____	_____
0001AR	LEVEL 2-TECHNICIAN	1	HR	_____	_____
0001AS	LEVEL 1-TECHNICIAN	1	HR	_____	_____
0001AT	LEVEL 3-TECH WRITER	1	HR	_____	_____
0001AU	LEVEL 2-TECH WRITER	1	HR	_____	_____
0001AV	LEVEL 1-TECH WRITER	1	HR	_____	_____
0001AW	LEVEL 4-DATA PROCESSOR/ OPERATOR	1	HR	_____	_____
0001AX	LEVEL 3-DATA PROCESSOR/ OPERATOR	1	HR	_____	_____
0001AY	LEVEL 2-DATA PROCESSOR/ OPERATOR	1	HR	_____	_____
0001AZ	LEVEL 1-DATA PROCESSOR/ OPERATOR	1	HR	_____	_____
0001BA	LEVEL 3-SENIOR PROGRAMMER/ANALYST	1	HR	_____	_____
0001BB	LEVEL 2-SENIOR PROGRAMMER/ANALYST	1	HR	_____	_____
0001BC	LEVEL 1-SENIOR PROGRAMMER/ANALYST	1	HR	_____	_____
0001BD	LEVEL 5-PROGRAMMER/ ANALYST	1	HR	_____	_____
0001BE	LEVEL 4-PROGRAMMER/ ANALYST	1	HR	_____	_____
0001BF	LEVEL 3-PROGRAMMER/ ANALYST	1	HR	_____	_____
0001BG	LEVEL 2-PROGRAMMER/ ANALYST	1	HR	_____	_____
0001BH	LEVEL 1-PROGRAMMER/ ANALYST	1	HR	_____	_____
0001BJ	LEVEL 3-CAD OPERATOR	1	HR	_____	_____
0001BK	LEVEL 2-CAD OPERATOR	1	HR	_____	_____

0001BM	LEVEL 1-CAD OPERATOR	1	HR	_____	_____
0002	TRAVEL (As required on individual task order.) THE ONLY ALLOWABLE MARKUP FOR TRAVEL IS G&A.	1	LS	_____	_____
0003	OPTIONAL SUPPLIES/ MATERIALS (As required on individual task order.) THE ONLY ALLOWABLE MARKUP FOR SUPPLIES/MATERIALS IS G&A.	1	LS	_____	_____
0004	PROFIT (To be negotiated on	1	LS	_____	_____ individual Task Order basis)

Base Year Labor Rates for use with firm fixed price and time and materials orders. Detailed descriptions of the labor categories are located in Section L. (Burdened rates include base labor rate, fringe rate, overhead, and G&A.) Profit will be negotiated on an individual task order basis.

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE
0005 OPTION	TOTAL PROJECT - OPTION YEAR 1 FFP This CLIN includes labor, travel, materials/supplies and profit. This CLIN will be utilized for task order award. For proposal preparation purposes, offerors shall complete the CLINs 0005AA through 0008.	UNDEFINED		

SUBCLINS 0005AA THROUGH 0008

CONTRACT LINE ITEM NUMBERS (CLIN) 0005AA THROUGH 0008

OPTION YEAR 1

FOR USE WITH FFP AND T&M TASK ORDERS

<u>CLIN</u>	<u>SERVICES</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
0005AA	LEVEL 5-PROGRAM/ PROJECT MANAGER	1	HR	_____	_____
0005AB	LEVEL 4-PROGRAM PROJECT MANAGER	1	HR	_____	_____
0005AC	LEVEL 3-PROGRAM PROJECT MANAGER	1	HR	_____	_____

0005AD	LEVEL 2-PROGRAM PROJECT MANAGER	1	HR	_____	_____
0005AE	LEVEL 1-PROGRAM PROJECT MANAGER	1	HR	_____	_____
0005AF	LEVEL 3-SENIOR ENGINEER	1	HR	_____	_____
0005AG	LEVEL 2-SENIOR ENGINEER	1	HR	_____	_____
0005AH	LEVEL 1-SENIOR ENGINEER	1	HR	_____	_____
0005AJ	LEVEL 5-ENGINEER	1	HR	_____	_____
0005AK	LEVEL 4-ENGINEER	1	HR	_____	_____
0005AM	LEVEL 3-ENGINEER	1	HR	_____	_____
0005AN	LEVEL 2-ENGINEER	1	HR	_____	_____
0005AP	LEVEL 1-ENGINEER	1	HR	_____	_____
0005AQ	LEVEL 3-TECHNICIAN	1	HR	_____	_____
0005AR	LEVEL 2-TECHNICIAN	1	HR	_____	_____
0005AS	LEVEL 1-TECHNICIAN	1	HR	_____	_____
0005AT	LEVEL 3-TECH WRITER	1	HR	_____	_____
0005AU	LEVEL 2-TECH WRITER	1	HR	_____	_____
0005AV	LEVEL 1-TECH WRITER	1	HR	_____	_____
0005AW	LEVEL 4-DATA PROCESSOR/ OPERATOR	1	HR	_____	_____
0005AX	LEVEL 3-DATA PROCESSOR/ OPERATOR	1	HR	_____	_____
0005AY	LEVEL 2-DATA PROCESSOR/ OPERATOR	1	HR	_____	_____
0005AZ	LEVEL 1-DATA PROCESSOR/ OPERATOR	1	HR	_____	_____
0005BA	LEVEL 3-SENIOR PROGRAMMER/ANALYST	1	HR	_____	_____
0005BB	LEVEL 2-SENIOR PROGRAMMER/ANALYST	1	HR	_____	_____
0005BC	LEVEL 1-SENIOR PROGRAMMER/ANALYST	1	HR	_____	_____

0005BD	LEVEL 5-PROGRAMMER/ ANALYST	1	HR	_____	_____
0005BE	LEVEL 4-PROGRAMMER/ ANALYST	1	HR	_____	_____
0005BF	LEVEL 3-PROGRAMMER/ ANALYST	1	HR	_____	_____
0005BG	LEVEL 2-PROGRAMMER/ ANALYST	1	HR	_____	_____
0005BH	LEVEL 1-PROGRAMMER/ ANALYST	1	HR	_____	_____
0005BJ	LEVEL 3-CAD OPERATOR	1	HR	_____	_____
0005BK	LEVEL 2-CAD OPERATOR	1	HR	_____	_____
0005BM	LEVEL 1-CAD OPERATOR	1	HR	_____	_____
0006	TRAVEL (As required on individual task order.) THE ONLY ALLOWABLE MARKUP FOR TRAVEL IS G&A.	1	LS	_____	_____
0007	OPTIONAL SUPPLIES/ MATERIALS (As required on individual task order.) THE ONLY ALLOWABLE MARKUP FOR SUPPLIES/MATERIALS IS G&A.	1	LS	_____	_____
0008	PROFIT (To be negotiated on individual Task Order basis)	1	LS	_____	_____

Option Year 1 labor rates for use with firm fixed price and time and materials orders. Detailed descriptions of the labor categories are located in Section L. (Burdened rates include base labor rate, fringe rate, overhead, and G&A) Profit will be negotiated on an individual task order basis.

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE
0009		UNDEFINED		

OPTION

TOTAL PROJECT - OPTION YEAR 2

FFP

This CLIN includes labor, travel, materials/supplies and profit.

This CLIN will be utilized for task order award. For proposal preparation purposes, offerors shall complete the CLINs 0009AA through 0012.

SUBCLINS 0009AA THROUGH 0012

CONTRACT LINE ITEM NUMBERS (CLIN) 0009AA THROUGH 0012

OPTION YEAR 2

FOR USE WITH FFP AND T&M TASK ORDERS

<u>CLIN</u>	<u>SERVICES</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
0009AA	LEVEL 5-PROGRAM/ PROJECT MANAGER	1	HR	_____	_____
0009AB	LEVEL 4-PROGRAM PROJECT MANAGER	1	HR	_____	_____
0009AC	LEVEL 3-PROGRAM PROJECT MANAGER	1	HR	_____	_____
0009AD	LEVEL 2-PROGRAM PROJECT MANAGER	1	HR	_____	_____
0009AE	LEVEL 1-PROGRAM PROJECT MANAGER	1	HR	_____	_____
0009AF	LEVEL 3-SENIOR ENGINEER	1	HR	_____	_____
0009AG	LEVEL 2-SENIOR ENGINEER	1	HR	_____	_____
0009AH	LEVEL 1-SENIOR ENGINEER	1	HR	_____	_____
0009AJ	LEVEL 5-ENGINEER	1	HR	_____	_____
0009AK	LEVEL 4-ENGINEER	1	HR	_____	_____
0009AM	LEVEL 3-ENGINEER	1	HR	_____	_____
0009AN	LEVEL 2-ENGINEER	1	HR	_____	_____
0009AP	LEVEL 1-ENGINEER	1	HR	_____	_____
0009AQ	LEVEL 3-TECHNICIAN	1	HR	_____	_____

0009AR	LEVEL 2-TECHNICIAN	1	HR	_____	_____
0009AS	LEVEL 1-TECHNICIAN	1	HR	_____	_____
0009AT	LEVEL 3-TECH WRITER	1	HR	_____	_____
0009AU	LEVEL 2-TECH WRITER	1	HR	_____	_____
0009AV	LEVEL 1-TECH WRITER	1	HR	_____	_____
0009AW	LEVEL 4-DATA PROCESSOR/ OPERATOR	1	HR	_____	_____
0009AX	LEVEL 3-DATA PROCESSOR/ OPERATOR	1	HR	_____	_____
0009AY	LEVEL 2-DATA PROCESSOR/ OPERATOR	1	HR	_____	_____
0009AZ	LEVEL 1-DATA PROCESSOR/ OPERATOR	1	HR	_____	_____
0009BA	LEVEL 3-SENIOR PROGRAMMER/ANALYST	1	HR	_____	_____
0009BB	LEVEL 2-SENIOR PROGRAMMER/ANALYST	1	HR	_____	_____
0009BC	LEVEL 1-SENIOR PROGRAMMER/ANALYST	1	HR	_____	_____
0009BD	LEVEL 5-PROGRAMMER/ ANALYST	1	HR	_____	_____
0009BE	LEVEL 4-PROGRAMMER/ ANALYST	1	HR	_____	_____
0009BF	LEVEL 3-PROGRAMMER/ ANALYST	1	HR	_____	_____
0009BG	LEVEL 2-PROGRAMMER/ ANALYST	1	HR	_____	_____
0009BH	LEVEL 1-PROGRAMMER/ ANALYST	1	HR	_____	_____
0009BJ	LEVEL 3-CAD OPERATOR	1	HR	_____	_____
0009BK	LEVEL 2-CAD OPERATOR	1	HR	_____	_____
0009BM	LEVEL 1-CAD OPERATOR	1	HR	_____	_____
0010	TRAVEL (As required on individual task order.)	1	LS	_____	_____

THE ONLY ALLOWABLE MARKUP
FOR TRAVEL IS G&A.

0011	OPTIONAL SUPPLIES/ MATERIALS (As required on individual task order.) THE ONLY ALLOWABLE MARKUP FOR SUPPLIES/MATERIALS IS G&A.	1	LS	_____	_____
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0012	PROFIT (To be negotiated on individual Task Order basis)	1	LS	_____	_____
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Option Year 2 labor rates for use with firm fixed price and time and materials orders. Detailed descriptions of the labor categories are located in Section L. (Burdened rates include base labor rate, fringe rate, overhead, and G&A) Profit will be negotiated on an individual task order basis.

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE
0013 OPTION	TOTAL PROJECT - OPTION YEAR 3 FFP This CLIN includes labor, travel, materials/supplies and profit.	UNDEFINED		

This CLIN will be utilized for task order award. For proposal preparation purposes, offerors shall complete the CLINs 0013AA through 0016.

SUBCLINS 0013AA THROUGH 0016

CONTRACT LINE ITEM NUMBERS (CLIN) 0013AA THROUGH 0016

OPTION YEAR 3

FOR USE WITH FFP AND T&M TASK ORDERS

<u>CLIN</u>	<u>SERVICES</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
0013AA	LEVEL 5-PROGRAM/ PROJECT MANAGER	1	HR	_____	_____
0013AB	LEVEL 4-PROGRAM PROJECT MANAGER	1	HR	_____	_____
0013AC	LEVEL 3-PROGRAM PROJECT MANAGER	1	HR	_____	_____
0013AD	LEVEL 2-PROGRAM PROJECT MANAGER	1	HR	_____	_____
0013AE	LEVEL 1-PROGRAM				

	PROJECT MANAGER	1	HR	_____	_____
0013AF	LEVEL 3-SENIOR ENGINEER	1	HR	_____	_____
0013AG	LEVEL 2-SENIOR ENGINEER	1	HR	_____	_____
0013AH	LEVEL 1-SENIOR ENGINEER	1	HR	_____	_____
0013AJ	LEVEL 5-ENGINEER	1	HR	_____	_____
0013AK	LEVEL 4-ENGINEER	1	HR	_____	_____
0013AM	LEVEL 3-ENGINEER	1	HR	_____	_____
0013AN	LEVEL 2-ENGINEER	1	HR	_____	_____
0013AP	LEVEL 1-ENGINEER	1	HR	_____	_____
0013AQ	LEVEL 3-TECHNICIAN	1	HR	_____	_____
0013AR	LEVEL 2-TECHNICIAN	1	HR	_____	_____
0013AS	LEVEL 1-TECHNICIAN	1	HR	_____	_____
0013AT	LEVEL 3-TECH WRITER	1	HR	_____	_____
0013AU	LEVEL 2-TECH WRITER	1	HR	_____	_____
0013AV	LEVEL 1-TECH WRITER	1	HR	_____	_____
0013AW	LEVEL 4-DATA PROCESSOR/ OPERATOR	1	HR	_____	_____
0013AX	LEVEL 3-DATA PROCESSOR/ OPERATOR	1	HR	_____	_____
0013AY	LEVEL 2-DATA PROCESSOR/ OPERATOR	1	HR	_____	_____
0013AZ	LEVEL 1-DATA PROCESSOR/ OPERATOR	1	HR	_____	_____
0013BA	LEVEL 3-SENIOR PROGRAMMER/ANALYST	1	HR	_____	_____
0013BB	LEVEL 2-SENIOR PROGRAMMER/ANALYST	1	HR	_____	_____
0013BC	LEVEL 1-SENIOR PROGRAMMER/ANALYST	1	HR	_____	_____
0013BD	LEVEL 5-PROGRAMMER/ ANALYST	1	HR	_____	_____

0013BE	LEVEL 4-PROGRAMMER/ ANALYST	1	HR	_____	_____
0013BF	LEVEL 3-PROGRAMMER/ ANALYST	1	HR	_____	_____
0013BG	LEVEL 2-PROGRAMMER/ ANALYST	1	HR	_____	_____
0013BH	LEVEL 1-PROGRAMMER/ ANALYST	1	HR	_____	_____
0013BJ	LEVEL 3-CAD OPERATOR	1	HR	_____	_____
0013BK	LEVEL 2-CAD OPERATOR	1	HR	_____	_____
0013BM	LEVEL 1-CAD OPERATOR	1	HR	_____	_____
0014	TRAVEL (As required on individual task order.) THE ONLY ALLOWABLE MARKUP FOR TRAVEL IS G&A.	1	LS	_____	_____
0015	OPTIONAL SUPPLIES/ MATERIALS (As required on individual task order.) THE ONLY ALLOWABLE MARKUP FOR SUPPLIES/MATERIALS IS G&A.	1	LS	_____	_____
0016	PROFIT (To be negotiated on individualTask Order basis)	1	LS	_____	_____

Option Year 4 labor rates for use with firm fixed price and time and materials orders. Detailed descriptions of the labor categories are located in Section L. (Burdened rates include base labor rate, fringe rate, overhead, and G&A) Profit will be negotiated on an individual task order basis.

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE
0017 OPTION	TOTAL PROJECT - OPTION YEAR 4 FFP This CLIN includes labor, travel, materials/supplies and profit. This CLIN will be utilized for task order award. For proposal preparation purposes, offerors shall complete the CLINs 0017AA through 0020.	UNDEFINED		

SUBCLINS 0017AA THROUGH 0020

CONTRACT LINE ITEM NUMBERS (CLIN) 0017AA THROUGH 0020

OPTION YEAR 4

FOR USE WITH FFP AND T&M TASK ORDERS

<u>CLIN</u>	<u>SERVICES</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
0017AA	LEVEL 5-PROGRAM/ PROJECT MANAGER	1	HR	_____	_____
0017AB	LEVEL 4-PROGRAM PROJECT MANAGER	1	HR	_____	_____
0017AC	LEVEL 3-PROGRAM PROJECT MANAGER	1	HR	_____	_____
0017AD	LEVEL 2-PROGRAM PROJECT MANAGER	1	HR	_____	_____
0017AE	LEVEL 1-PROGRAM PROJECT MANAGER	1	HR	_____	_____
0017AF	LEVEL 3-SENIOR ENGINEER	1	HR	_____	_____
0017AG	LEVEL 2-SENIOR ENGINEER	1	HR	_____	_____
0017AH	LEVEL 1-SENIOR ENGINEER	1	HR	_____	_____
0017AJ	LEVEL 5-ENGINEER	1	HR	_____	_____
0017AK	LEVEL 4-ENGINEER	1	HR	_____	_____
0017AM	LEVEL 3-ENGINEER	1	HR	_____	_____
0017AN	LEVEL 2-ENGINEER	1	HR	_____	_____
0017AP	LEVEL 1-ENGINEER	1	HR	_____	_____
0017AQ	LEVEL 3-TECHNICIAN	1	HR	_____	_____
0017AR	LEVEL 2-TECHNICIAN	1	HR	_____	_____
0017AS	LEVEL 1-TECHNICIAN	1	HR	_____	_____
0017AT	LEVEL 3-TECH WRITER	1	HR	_____	_____
0017AU	LEVEL 2-TECH WRITER	1	HR	_____	_____
0017AV	LEVEL 1-TECH WRITER	1	HR	_____	_____
0017AW	LEVEL 4-DATA PROCESSOR/ OPERATOR	1	HR	_____	_____
0017AX	LEVEL 3-DATA PROCESSOR/				

	OPERATOR	1	HR	_____	_____
0017AY	LEVEL 2-DATA PROCESSOR/ OPERATOR	1	HR	_____	_____
0017AZ	LEVEL 1-DATA PROCESSOR/ OPERATOR	1	HR	_____	_____
0017BA	LEVEL 3-SENIOR PROGRAMMER/ANALYST	1	HR	_____	_____
0017BB	LEVEL 2-SENIOR PROGRAMMER/ANALYST	1	HR	_____	_____
0017BC	LEVEL 1-SENIOR PROGRAMMER/ANALYST	1	HR	_____	_____
0017BD	LEVEL 5-PROGRAMMER/ ANALYST	1	HR	_____	_____
0017BE	LEVEL 4-PROGRAMMER/ ANALYST	1	HR	_____	_____
0017BF	LEVEL 3-PROGRAMMER/ ANALYST	1	HR	_____	_____
0017BG	LEVEL 2-PROGRAMMER/ ANALYST	1	HR	_____	_____
0017BH	LEVEL 1-PROGRAMMER/ ANALYST	1	HR	_____	_____
0017BJ	LEVEL 3-CAD OPERATOR	1	HR	_____	_____
0017BK	LEVEL 2-CAD OPERATOR	1	HR	_____	_____
0017BM	LEVEL 1-CAD OPERATOR	1	HR	_____	_____
0018	TRAVEL (As required on individual task order.) THE ONLY ALLOWABLE MARKUP FOR TRAVEL IS G&A.	1	LS	_____	_____
0019	OPTIONAL SUPPLIES/ MATERIALS (As required on individual task order.) THE ONLY ALLOWABLE MARKUP FOR SUPPLIES/MATERIALS IS G&A.	1	LS	_____	_____
0020	PROFIT (To be negotiated on individual Task Order basis)	1	LS	_____	_____

Option Year 4 labor rates for use with firm fixed price and time and materials orders. Detailed descriptions of the labor categories are located in Section L. (Burdened rates include base labor rate, fringe rate, overhead, and G&A)

Profit will be negotiated on an individual task order basis.

Section C - Descriptions and Specifications

STATEMENT OF WORK

1.0 Objectives: The Contractor shall provide world-wide Utility Monitoring and Control Systems (UMCS), and/or Electronic Security Systems (ESS), security engineering and other related electronic systems engineering services for, but not limited to: cost estimating; preparing, reviewing and validating technical data; vulnerability assessments; force protection surveys; conducting site investigations; assessing field conditions; participating in factory pre-delivery and field tests; inspecting equipment installations; providing program and project management support; training support; and other technical and programmatic support. Additionally, special equipment may be purchased as required for technical and program support.

2.0 Task Order.

2.1 Requirements. The Contractor shall perform the work under individual task orders. Each task order will identify specific work to be performed. Generally, task orders will be firm fixed priced but may, at the Government's discretion, be time and materials (T&M).

2.2 When a request for proposal (RFP) for a task order requirement is issued, sufficient detail with regard to labor categories and hours, materials, and travel must be provided by the Contractor to allow an examination of their proposed costs.

2.3 After review and subsequent negotiation of the proposal, the Government may then issue a task order that will describe the specific work to be performed by the Contractor. Costs incurred for preparation of the task order proposal may not be a direct charge to the cost proposal.

3. Information Support and Documentation:

3.1 All required technical information and data shall be delivered in accordance with the requirements, quantities, and schedules set forth in the individual task orders. In some cases, the technical and contractual criteria may originate with customers of The U.S. Army Engineering & Support Center, Huntsville and these special requirements may be passed on to the Contractor as mandatory criteria for performance.

3.2 The Contractor shall be responsible for documenting and preparing reports of all meetings, trips, or other communications by the Contractor or his representatives on matters relative to the statement of work of the individual task orders. These reports shall be submitted to the Project Manager or his/her representative within five working days after the event.

4. Contract Security Classification Specification: This acquisition may require the handling and generation of classified information. Security requirements appropriate for each site will be delineated in each individual task order. The Contractor will be required to meet the Industrial Security requirements of the National Industrial Security Program Operating Manual (NISPOM) for Safeguarding Classified Information (DOD 5520.22M). The Contractor shall have or be capable of obtaining a facility clearance through SECRET. All key personnel designated for work, must have or be able to obtain personnel clearance of SECRET. Some individuals may be required to obtain a level higher than SECRET. The Contractor shall comply with the security requirements of the attached Contract Security Classification Specification DD Form 254 in Section J, Attachment 4.

5. Contractor Performance: The Contractor shall comply with the requirements of the basic contract and individual task orders issued thereunder. The Contractor's performance will be evaluated in accordance with the performance evaluation factors in Section J, Attachment 3.

Section D - Packaging and Marking

52.212-4003

52.212-4003 REVIEW OF DELIVERABLES

The Government will review all deliverables, to include draft deliverables, for content and adequacy. Written comments will be provided to the Contractor by the Contracting Officer or his/her authorized representative within the time specified in the individual task order. Contractor will annotate the comment sheet to indicate action taken or to be taken and return annotated comment sheets to the designated point of contact.

STATEMENT OF SUBMITTAL

Submittals:

I. Submittals are required deliverables mutually agreed upon for each task order. These submittals have established delivery schedules as specified in the task order's statement of work performance milestones. Failure to comply with these delivery schedules makes the contractor delinquent in performance and subject to owing the Government some form of consideration. Such tardiness will be annotated in the contractor's past performance evaluation. The following adjustment to submitting documentation has been implemented to remedy the aforementioned discrepancies.

II. The contractor shall comply with the individual task order instructions as to the requiring activities and the number of copies of the submittal to be provided. The Corps of Engineers Huntsville Center will receive the official submittal item with ENG Form 4025. The contractor will insert the Huntsville Center Project Engineer's name and phone number in the "Remarks" block of ENG Form 4025. This will be sent to the attention of:

U.S. Army Engineering and Support Center, Huntsville
CEHNC-IS-SP (To be determined in individual task order SOW)
P O Box 1600
Huntsville, AL 35807-4301

Overnight:

4820 University Square
Huntsville, AL 35816-1822

Section E - Inspection and Acceptance

CLAUSES INCORPORATED BY FULL TEXT

52.246-4 INSPECTION OF SERVICES--FIXED-PRICE (AUG 1996)

(a) Definitions. "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the services performed.

(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service or (2) terminate the contract for default.

(End of clause)

52.246-6 INSPECTION--TIME-AND-MATERIAL AND LABOR-HOUR (MAY 2001)

II. Definitions. As used in this clause –

"Contractor's managerial personnel," means any of the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of--

(1) All or substantially all of the Contractor's business;

(2) All or substantially all of the Contractor's operation at any one plant or separate location where the contract is being performed; or

(3) A separate and complete major industrial operation connected with the performance of this contract.

"Materials," includes data when the contract does not include the Warranty of Data clause.

- (b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the material, fabricating methods, work, and services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.
- (c) The Government has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. The Government may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. The Government shall perform inspections and tests in a manner that will not unduly delay the work.
- (d) If the Government performs inspection or test on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.
- (e) Unless otherwise specified in the contract, the Government shall accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they shall be presumed accepted 60 days after the date of delivery, unless accepted earlier.
- (f) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, the Government may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph (h) of this clause, the cost of replacement or correction shall be determined under the Payments Under Time-and-Materials and Labor-Hour Contracts clause, but the "hourly rate" for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and, when required, shall disclose the corrective action taken.
- (g)(1) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by the Government), the Government may--
- (i) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or
- (ii) Terminate this contract for default.
- (2) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute.
- (h) Notwithstanding paragraphs (f) and (g) above, the Government may at any time require the Contractor to remedy by correction or replacement, without cost to the Government, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to (1) fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel or (2) the conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified. (i) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.
- (j) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.
- (k) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace Government-

furnished property shall be governed by the clause pertaining to Government property.

(End of clause)

Section F - Deliveries or Performance

52.212-4625

52.212-4625 ORDERING AND PERIODS OF PERFORMANCE

The term for issuing orders under this contract shall commence upon award of the contract and end 12 months from that date. Additional 12-month periods may be established upon exercise of options for those periods.

Notwithstanding the expiration date of this contract, the contractor shall complete performance and deliveries of all task orders or modifications, which are issued prior to 2400 hour (midnight) of the expiration date of the contract, provided such performance does not exceed 180 days thereafter. The period of performance will be specified in each task order. Wage rates in effect at the time of ordering apply regardless of the duration of the performance period.

CLAUSES INCORPORATED BY FULL TEXT

52.242-15 STOP-WORK ORDER (AUG 1989)

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

III. If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(End of clause)

52.242-17 GOVERNMENT DELAY OF WORK (APR 1984)

(a) If the performance of all or any part of the work of this contract is delayed or interrupted (1) by an act of the Contracting Officer in the administration of this contract that is not expressly or impliedly authorized by this contract, or (2) by a failure of the Contracting Officer to act within the time specified in this contract, or within a reasonable time if not specified, an adjustment (excluding profit) shall be made for any increase in the cost of performance of this contract caused by the delay or interruption and the contract shall be modified in writing accordingly. Adjustment shall also be made in the delivery or performance dates and any other contractual term or condition affected by the delay or interruption. However, no adjustment shall be made under this clause for any delay or interruption to the extent that performance would have been delayed or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an adjustment is provided or excluded under any other term or condition of this contract.

(b) A claim under this clause shall not be allowed (1) for any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved, and (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the delay or interruption, but not later than the day of final payment under the contract.

(End of clause)

Section G - Contract Administration Data

52.242-4004

52.242-4004 CONTRACTING OFFICER

The Contracting Officer for this contract is:

Ms. Carol T. Sargent
ATTN: CEHNC-CT-P
P O Box 1600
Huntsville, Alabama 35807-4301

Telephone Number: 256-895-1124

OMBUDSMAN**Task/Delivery Order Contract Ombudsman**

The Head of Contracting Activity is required to appoint a task/delivery order ombudsman per FAR 16.505(b)(5). For all USACE contracting activities the ombudsman contact can be located at the following web site address:

<http://www.hnd.usace.army.mil>

(Go to "Doing Business with HNC", then "Directorate of Contracting", then "Vendor Information" to locate the ombudsman information.

Ombudsman may be involved with all aspects of awarding task/delivery order contracts; the authority is limited to issues pertaining to the awarding of task/delivery orders under multiple award contracts. Ombudsman may have the authority to: a) Review complaints from contractors awarded multiple award contracts that have not been afforded a fair opportunity; b) Require that the contracting officer take corrective action regarding the complaint; c) If the contracting officer doesn't agree with the ombudsman, the matter will be decided by the PARC.

52.242-4028

52.242-4028 IDENTIFICATION OF CORRESPONDENCE

All correspondence and data submitted by the Contractor under this contract shall reference the contract and task order numbers.

52.242-4206 - Submission of Invoices

All invoices must be submitted to the U.S. Army Engineering Corps of Engineers, Huntsville Center (CEHNC) for technical review and payment. Invoices may be submitted via regular mail (Hard Copy or CD), or web-posting.

- 1) **Send regular mail submissions to:**
U.S. Army Engineering and Support Center, Huntsville
ATTN: CEHNC-ED-ES-J, Invoice Tracking Team
P.O. Box 1600
Huntsville, AL 35807-4301
- 2) **Send express mail, UPS, etc., mail submissions to the following:**
U.S. Army Engineering and Support Center, Huntsville
ATTN: CEHNC-Ed-ES-J, Invoice Tracking Team

4820 University Square
Huntsville, Al 35816-1822

- 3) Email electronic submissions to the following email address:

DLL-CEHNC-Invoices@hnd01.usace.army.mil

- 4) Post electronic submissions to the following website:

<http://www.hnd.usace.army.mil/Invoices>

Electronic Invoice Requirements:

Electronic invoice submissions must be created in black and white and in Adobe's Portable Document Format (PDF) and comply with the requirements specified at the above website. Invoices larger than 10 megabytes in size will not be accepted through the e-mail process.

52.232-4011

52.232-4011 Electronic Funds Transfer (EFT) Information

All contracts awarded after 31 December 1998, shall utilize the Electronic Funds Transfer (EFT) method of payment. The following web site will provide information and the authorized form for EFT payments by the paying activity located in Millington, Tennessee.

<http://www.hnd.usace.army.mil>. Go to "Doing Business with HNC", then "Directorate of Contracting", then "Vendor Information"

52.242-4003

52.242-4003 CONTRACT ADMINISTRATION OFFICE

The contract administration office for this contract is located at the following address:

Commander
U.S. Army Engineering & Support Center, Huntsville
ATTN: CEHNC-CT-P/Ms. Sargent (for ESS Program)

OR

ATTN: CEHNC-CT-P/Mr. Borders (for UMCS Program)
P O Box 1600
Huntsville, Alabama 35807-4301

OVERNITE: 4820 University Square
Huntsville, Alabama 35816

Telephone Number: 256-895-1124 (Sargent)
256-895-1114 (Borders)

Facsimile Number: 256-895-1197(Sargent) /256-895-8234 (Borders)

52.242-4603

52.242-4603 Project Manager

The Project Manager on this contract is:

(for ESS Program) OR (for UMCS Program)
TO BE DETERMINED ON EACH INDIVIDUAL TASK ORDER

U.S. Army Engineering and Support Center, Huntsville
ATTN: CEHNC-IS-SP/ (Insert Name of Project Manager)
P O Box 1600 OVERNIGHT: 4820 University Square
Huntsville AL 35807-4301 Huntsville, AL 35816-1822

Section H - Special Contract Requirements

ADDITIONAL REQUIREMENTS

All contractor employees (U.S. citizens and Non-U.S. citizens) working under this contract (*to include grants, cooperative agreements and task orders*) who require access to Automated Information Systems (AIS), (stand alone computers, network computers/systems, e-mail) shall, at a minimum, be designated into an ADP-III position (non-sensitive) in accordance with DoD 5220-22-R, Industrial Security Regulation. The investigative requirements for an ADP-III position are a favorable National Agency Check (NAC), SF-85P, Public Trust Position. The contractor shall have each applicable employee complete a SF-85P and submit to the US Army Engineering and Support Center, ATTN: SL (Sue Baber), 4820 University Square, Huntsville, AL 35816 within three (3) working days after award of any contract or task order, and shall be submitted prior to the individual being permitted access to an AIS. Contractors that have a commercial or Government entity (CAGE) Code and Facility Security Clearance through the Defense Security Service shall process the NACs and forward visit requests/results of NAC to the US Army Engineering and Support Center, ATTN: SL (Sue Baber), 4820 University Square, Huntsville, AL 35816. For those contractors that do not have a CAGE Code or Facility Security Clearance, the US Army Engineering and Support Center, ATTN: SL (Sue Baber), 4820 University Square, Huntsville, AL 35816 will process the investigation in coordination with the Contractor and contract employees.

In accordance with Engineering Regulation, ER 380-1-18, section 4, foreign nationals who work on Corps of Engineers' contracts or task orders shall be approved by the HQUSACE Foreign Disclosure Officer or higher prior to beginning work on the contract/task order. This regulation includes subcontractor employees. (NOTE: Exceptions to the above requirement include foreign nationals who perform janitorial and/or ground maintenance services.) The contractor shall submit to the Division/District Contract Office, the names of all foreign nationals proposed for performance under this contract/task order, along with documentation to verify that he/she was legally admitted into the United States and has authority to work and/or go to school in the US. Such documentation may include a US passport, Certificate of US citizenship (INS Form N-560 or N-561), Certificate of Naturalization (INS Form N-550 or N-570), foreign passport with I-551 stamp or attached INS Form I-94 indicating employment authorization, Alien Registration Receipt Card with photograph (INS Form I-151 or I-551), Temporary Resident Card (INS Form I-688), Employment Authorization Card (INS Form I-688A), Reentry Permit (INS Form I-327), Refugee Travel Document (INS Form I-571), Employment Authorization Document issued by the INS which contains a photograph (INS Form I-688B).

FOREIGN NATIONALS

The contractor, with Contracting Officer approval, may be permitted to hire directly or subcontract work/tasks to foreign personnel possessing specialized skills/expertise. This determination shall be made on a case-by-case basis only and must be approved in writing by the Huntsville Center Security Officer. The work under this contract shall pertain solely to unclassified activities. The work performed under this contract is not intended for direct military applications. The foreign national shall not access Government computers or Government software without favorable U.S. National Agency Check. Any requirement for use of Government computer equipment, software, or network access, shall be approved in writing by the Huntsville Center Information Assurance Security Officer.

LOCAL CLAUSES

252.204-7000 DISCLOSURE OF INFORMATION (DEC 1991)

(a) The Contractor shall not release to anyone outside the Contractor's organization any unclassified information, regardless of medium (e.g., film, tape, document), pertaining to any part of this contract or any program related to this contract, unless--

- (1) The Contracting Officer has given prior written approval; or
- (2) The information is otherwise in the public domain before the date of release.

(b) Requests for approval shall identify the specific information to be released, the medium to be used, and the purpose for the release. The Contractor shall submit its request to the Contracting Officer at least 45 days before the proposed date for release.

(c) The Contractor agrees to include a similar requirement in each subcontract under this contract. Subcontractors shall submit requests for authorization to release through the prime contractor to the Contracting Officer.

(End of clause)

52.242.4016 KEY PERSONNEL

It is mandatory that the key **managerial** personnel (**between 2-4**) identified in the contractor's proposal be used to perform work under this contract/task orders. Prior to diverting any of the specified individuals to other programs, the contractor shall notify the Contracting Officer reasonably in advance and shall submit justification (including proposed substitutions and their resumes) in sufficient detail to permit evaluation of the impact to the program. After award of a **contract/task** order, no change in key personnel shall be made without the prior written permission of the Contracting Officer.

52.242-4610 WRITTEN RECORDS

The Contractor shall provide a written record to the Contracting Officer of all significant conferences, meetings, discussions, telephone conversations, etc. with Government representatives relative to this contract in which the Contractor and/or designated representative(s) thereof participated. These records shall be dated and shall identify the contract/task order Number and reference participating personnel, subject discussed, and conclusion reached. These records shall be provided within 10 calendar days of the recording. The Contracting Officer may edit and return the record for correction or prepare an addenda which includes additional information or information which differs from that stated by the Contractor.

52.242-4614 METHOD OF ORDERING - (UNILATERAL AND BILATERAL)

a. Services to be furnished under this contract shall be ordered by the issuance of both bilateral and unilateral task orders using DD Form 1155. Task order types can be firm fixed price, and time and materials, or contain a mixture of both.

b. The Government shall be under no obligation to issue any particular number or types of orders and no liability to the contractor shall be incurred in the event that a certain number or types of orders are not issued. However, in accordance with EFARS 16.504 the Contracting Officer has established a minimum quantity (obligation) of \$5,000.00 for each awardee for the base year and \$5,000 for each awardee for each option year(s), if exercised. (NOTE: This is a minimum ordering amount; NOT a minimum payment. The Contractor shall only be entitled to its anticipated profit for an order of this amount and provable standby costs in the event that the Government does not issue an order up to the value of the minimum ordering guarantee.) The Contractor shall not exceed the monetary limit of any time and materials type task order without prior approval of the contracting officer. For the duration of the contract, the Contractor shall maintain the capability to perform the orders issued hereunder.

c. Orders Under Multiple Award Contracts

Except as provided for below, for orders issued under multiple task order contracts, each awardee shall be provided a fair opportunity to be considered for each order in excess of \$2,500. In determining the procedures for providing awardees a fair opportunity to be considered for each order, the contracting officer may exercise broad discretion and consider such factors as past performance, quality of deliverables, cost control, price, cost, or other factors that the contracting officer, in the exercise of sound business judgement, believes are relevant to the placement of orders.

The procedures for selecting awardees for the placement of particular orders need not comply with the competition requirements of Federal Acquisition Regulation Part 6, although fair consideration will be given to all awardees prior to the placement of an order. Formal solicitations, evaluation plans, or scoring of offers or quotes are not required.

The contracting officer may employ oral proposal and streamlined procedures when selecting an order awardee. In addition, the contracting officer need not contact each of the multiple awardees under the contract before selecting an order awardee if the contracting officer has information available to ensure that each awardee is provided a fair opportunity to be considered for each order.

In limited instances, awardees will not be given an opportunity to be considered for a particular order in excess of \$2,500 under a multiple task order contract if the contracting officer determines that:

- (1) the agency's need for the item is of such urgency that providing the opportunity would cause unacceptable delays;**
- (2) only one contractor is capable of providing the item because of unique or highly specialized qualifications;**
- (3) the order should be placed as a sole source order because the interests of economy and efficiency dictate that the contractor should receive it as a logical follow-on to an order already issued under the contract, provided that all awardees were given a fair opportunity to be considered for the original order; or**
- (4) it is necessary to place the order to satisfy a minimum guarantee.**

No protest under FAR Subpart 33.1 is authorized in connection with the issuance of an order under the proposed task order contract, except for a protest that the order increases the scope, period or maximum value of the contract.

d. Ordering

(1) UNILATERAL ORDERS. Use of unilateral (time-and-materials) task orders wherein Contracting Officer will send to the contractor a statement of work, a specified number of hours to be performed at the fixed hourly rates stipulated in the applicable portion of Schedule B and attachments of this contract, an estimate of any other direct costs to be associated with the performance of the statement of work. The extended price for the specified number of hours and other direct costs shall constitute an estimated ceiling price, which the contractor may not exceed except at his own risk. Should the work require a larger number of hours or more other direct costs, the Contractor shall submit to the Contracting Officer within 30 days of reaching 75% of the ceiling, or as specified in the individual task order, a justification for any anticipated increase in the amount of the ceiling price. The Contracting Officer may either increase or allow the ceiling price to remain in effect. The Contractor shall not transfer labor, material or travel dollars between separate orders.

(2) BILATERAL ORDERS. Prior to issuance of any bilateral task order under this contract, the Government will transmit the statement of work by letter to the selected contractor(s). After receipt of that letter, the contractor shall provide an estimate of the cost to perform that statement of work utilizing only the labor categories and rates set forth in this contract. The estimate must include all labor, materials, and travel required for completion of the statement of work, and the technical rationale therefore. Based upon the contractor's estimate, the Government and the Contractor will enter into discussions and reach agreement on an estimated ceiling price if for a time-and-materials order, or for a fixed amount in the event of a firm-fixed price order. After agreement by the Government and the Contractor on the estimate for performance of the statement of work, the Government will provide an unsigned task order containing the statement of work at the agreed-upon estimated ceiling price or fixed price for signature by the contractor. The Contractor must return the signed task order to the Government for signature by the Contracting Officer within 3 work days of receipt. **EXPEDITED.** When task order performance is urgent, the Government will transmit the statement of work via electronic means or facsimile. Within 2 working days and not later than the third morning (10:00 a.m. local time) the Contractor shall provide an estimate of the cost to perform the statement of work and the technical rationale therefore. Discussions, if necessary, will be conducted to

determine a fair and reasonable price. Upon agreement of the ceiling price or fixed price, the Government will transmit the task order by electronic means or issue a verbal notice of award. If a verbal notice award is issued, it shall be followed by the issuance of the formal task order.

e. If the Contractor determines that the statement of work is not within the scope of the basic contract, the contractor shall notify the Contracting Officer immediately in writing and shall include the reason for such judgment.

f. All orders will be signed by the Contracting Officer before performance of work is to begin, unless a verbal notice to proceed is issued by the Contracting Officer. NOTE: No work shall be initiated by the contractor prior to either (1) receipt of the signed task order or (2) a written or verbal notice to proceed. It is the intent of the Government to distribute the issuance of task orders over the period of the contract; however, due to the nature of the mission, there is no guarantee of an orderly flow of work. Task orders may be issued under this contract from date of award throughout contract ordering period.

g. All task orders issued hereunder are subject to the terms and conditions of the basic contract. The basic contract shall control in the event of conflict with any task order.

h. When mailed or sent by electronic means or facsimile, a task order shall be deemed "issued" for purposes of this contract at the time the Government deposits the task order in the mail or transmits the order by electronic facsimile (FAX). For task orders other than those mailed or sent by electronic means or facsimile, the task order shall be deemed "issued" when signed by the contracting officer. For verbal award notice prior to issuance of the hardcopy task order, the task order will be deemed "issued" upon verbal notice by the Contracting Officer and the date will be so reflected on the task order document.

i. The work to be performed shall be in accordance with the written statement of work attached to each task order and made a part thereof.

(END OF CLAUSE)

IV. TRAVEL EXPENSES

Maximum amounts allowable as travel expenses will be specified in the Government's Joint Travel Regulation (JTR), in effect at the time travel occurs. Invoices submitted for payment of travel expenses shall include the following information: name of traveler, destination, purpose, duration, and cost broken down by elements.

(END OF CLAUSE)

252.242-7000 POSTAWARD CONFERENCE (DEC 1991)

The Contractor agrees to attend any postaward conference convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation subpart 42.5.

(End of clause)

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	DEC 2001
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 2003
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.211-15	Defense Priority And Allocation Requirements	SEP 1990
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Cost or Pricing Data	OCT 1997
52.215-12	Subcontractor Cost or Pricing Data	OCT 1997
52.215-13	Subcontractor Cost or Pricing Data--Modifications	OCT 1997
52.215-14	Integrity of Unit Prices	OCT 1997
52.215-15	Pension Adjustments and Asset Reversions	DEC 1998
52.216-7	Allowable Cost And Payment	DEC 2002
52.219-6	Notice Of Total Small Business Set-Aside	JUN 2003
52.219-8	Utilization of Small Business Concerns	OCT 2000
52.219-14	Limitations On Subcontracting	DEC 1996
52.222-3	Convict Labor	JUN 2003
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-22	Previous Contracts And Compliance Reports	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-41	Service Contract Act Of 1965, As Amended	MAY 1989
52.222-43	Fair Labor Standards Act And Service Contract Act - Price Adjustment (Multiple Year And Option)	MAY 1989
52.223-6	Drug-Free Workplace	MAY 2001
52.227-1	Authorization and Consent	JUL 1995
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.229-3	Federal, State And Local Taxes	APR 2003
52.229-5	Taxes--Contracts Performed In U S Possessions Or Puerto Rico	APR 1984
52.232-1	Payments	APR 1984
52.232-7	Payments Under Time-And-Materials And Labor Hour Contracts	DEC 2002
52.232-8	Discounts For Prompt Payment	FEB 2002

52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-11	Extras	APR 1984
52.232-17	Interest	JUN 1996
52.232-18	Availability Of Funds	APR 1984
52.232-23	Assignment Of Claims	JAN 1986
52.232-34	Payment By Electronic Funds Transfer--Other Than Central Contractor Registration	MAY 1999
52.233-1	Disputes	JUL 2002
52.233-3	Protest After Award	AUG 1996
52.237-3	Continuity Of Services	JAN 1991
52.243-1 Alt I	Changes--Fixed Price (Aug 1987) - Alternate I	APR 1984
52.243-3	Changes--Time-And-Material Or Labor-Hours	SEP 2000
52.244-5	Competition In Subcontracting	DEC 1996
52.246-25	Limitation Of Liability--Services	FEB 1997
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	SEP 1996
52.249-6	Termination (Cost Reimbursement)	SEP 1996
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.253-1	Computer Generated Forms	JAN 1991

CLAUSES INCORPORATED BY FULL TEXT

52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from **date of contract award** through **5 years from the date of contract award**.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than **\$100.00**, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order for a single item in excess of **\$25,000.00**;

(2) Any order for a combination of items in excess of **\$100,000.00**; or

(3) A series of orders from the same ordering office within **1** day that together call for quantities exceeding the

limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 7 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 180 days past the expiration date of the contract.

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

(End of clause)

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION
Employee Class Monetary Wage-Fringe Benefits

**SEE SECTION J, ATTACHMENT 1 – WAGE DETERMINATION NO: 94-2007 REV (25)
AREA: HUNTSVILLE****52.232-25 PROMPT PAYMENT (FEB 2002)**

Notwithstanding any other payment clause in this contract, the Government will make invoice payments under the terms and conditions specified in this clause. The Government considers payment as being made on the day a check is dated or the date of an electronic funds transfer (EFT). Definitions of pertinent terms are set forth in sections 2.101, 32.001, and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see paragraph (a)(4) of this clause concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments--(1) Due date. (i) Except as indicated in paragraphs (a)(2) and (c) of this clause, the due date for making invoice payments by the designated payment office is the later of the following two events:

(A) The 30th day after the designated billing office receives a proper invoice from the Contractor (except as provided in paragraph (a)(1)(ii) of this clause).

(B) The 30th day after Government acceptance of supplies delivered or services performed. For a final invoice, when the payment amount is subject to contract settlement actions, acceptance is deemed to occur on the effective date of the contract settlement.

(ii) If the designated billing office fails to annotate the invoice with the actual date of receipt at the time of receipt, the invoice payment due date is the 30th day after the date of the Contractor's invoice, provided the designated billing office receives a proper invoice and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) Certain food products and other payments. (i) Due dates on Contractor invoices for meat, meat food products, or fish; perishable agricultural commodities; and dairy products, edible fats or oils, and food products prepared from edible fats or oils are--

(A) For meat or meat food products, as defined in section 2(a)(3) of the Packers and Stockyard Act of 1921 (7 U.S.C. 182(3)), and as further defined in Pub. L. 98-181, including any edible fresh or frozen poultry meat, any perishable poultry meat food product, fresh eggs, and any perishable egg product, as close as possible to, but not later than, the 7th day after product delivery.

(B) For fresh or frozen fish, as defined in section 204(3) of the Fish and Seafood Promotion Act of 1986 (16 U.S.C. 4003(3)), as close as possible to, but not later than, the 7th day after product delivery.

C) For perishable agricultural commodities, as defined in section 1(4) of the Perishable Agricultural Commodities Act of 1930 (7 U.S.C. 499a(4)), as close as possible to, but not later than, the 10th day after product delivery, unless another date is specified in the contract.

(D) For dairy products, as defined in section 111(e) of the Dairy Production Stabilization Act of 1983 (7 U.S.C. 4502(e)), edible fats or oils, and food products prepared from edible fats or oils, as close as possible to, but not later than, the 10th day after the date on which a proper invoice has been received. Liquid milk, cheese, certain processed cheese products, butter, yogurt, ice cream, mayonnaise, salad dressings, and other similar products, fall within this classification. Nothing in the Act limits this classification to refrigerated products. When questions arise regarding the proper classification of a specific product, prevailing industry practices will be followed in specifying a contract payment due date. The burden of proof that a classification of a specific product is, in fact, prevailing industry practice is upon the Contractor making the representation.

(ii) If the contract does not require submission of an invoice for payment (e.g., periodic lease payments), the due date will be as specified in the contract.

(3) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(3)(i) through (a)(3)(x) of this clause. If the invoice does not comply with these requirements, the designated billing office will return it within 7 days after receipt (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils), with the reasons why it is not a proper invoice. The Government will take into account untimely notification when computing any interest penalty owed the Contractor.

(i) Name and address of the Contractor.

(ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of the mailing or transmission.)

(iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).

(iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.

(v) Shipping and payment terms (e.g., shipment number and date of shipment, discount for prompt payment terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.

(viii) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(ix) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision (e.g., 52.232-38, Submission of Electronic Funds Transfer Information with Offer), contract clause (e.g.,

52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(x) Any other information or documentation required by the contract (e.g., evidence of shipment).

(4) Interest penalty. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(4)(i) through (a)(4)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.

(i) The designated billing office received a proper invoice.

(ii) The Government processed a receiving report or other Government documentation authorizing payment, and there was no disagreement over quantity, quality, or Contractor compliance with any contract term or condition.

(iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(5) Computing penalty amount. The Government will compute the interest penalty in accordance with the Office of Management and Budget prompt payment regulations at 5 CFR part 1315.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance is deemed to occur constructively on the 7th day (unless otherwise specified in this contract) after the Contractor delivers the supplies or performs the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. If actual acceptance occurs within the constructive acceptance period, the Government will base the determination of an interest penalty on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The prompt payment regulations at 5 CFR 1315.10(c) do not require the Government to pay interest penalties if payment delays are due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. The Government and the Contractor shall resolve claims involving disputes and any interest that may be payable in accordance with the clause at FAR 52.233-1, Disputes.

(6) Discounts for prompt payment. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if the Government takes a discount for prompt payment improperly. The Government will calculate the interest penalty in accordance with the prompt payment regulations at 5 CFR part 1315.

(7) Additional interest penalty. (i) The designated payment office will pay a penalty amount, calculated in accordance with the prompt payment regulations at 5 CFR part 1315 in addition to the interest penalty amount only if--

(A) The Government owes an interest penalty of \$1 or more;

(B) The designated payment office does not pay the interest penalty within 10 days after the date the invoice amount is paid; and

(C) The Contractor makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(7)(ii) of this clause, postmarked not later than 40 days after the invoice amount is paid.

(ii)(A) The Contractor shall support written demands for additional penalty payments with the following data. The Government will not request any additional data. The Contractor shall--

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest is due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) If there is no postmark or the postmark is illegible--

(1) The designated payment office that receives the demand will annotate it with the date of receipt, provided the demand is received on or before the 40th day after payment was made; or

(2) If the designated payment office fails to make the required annotation, the Government will determine the demand's validity based on the date the Contractor has placed on the demand, provided such date is no later than the 40th day after payment was made.

(iii) The additional penalty does not apply to payments regulated by other Government regulations (e.g., payments under utility contracts subject to tariffs and regulation).

(b) Contract financing payment. If this contract provides for contract financing, the Government will make contract financing payments in accordance with the applicable contract financing clause.

(c) Fast payment procedure due dates. If this contract contains the clause at 52.213-1, Fast Payment Procedure, payments will be made within 15 days after the date of receipt of the invoice.

(d) Overpayments. If the Contractor becomes aware of a duplicate payment or that the Government has otherwise overpaid on an invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(End of clause)

52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (APR 2003)

(a) Definitions.

"Commercial item", has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract", includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c) (1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (OCT 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212(a)).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

(v) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

(End of clause)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.deskbook.osd.mil>

<http://www.arnet.gov>

<http://acqnet.sarda.army.mil/library>

(End of provision)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

[Insert one or more Internet addresses]

(End of clause)

252.203-7001 PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-
CONTRACT-RELATED FELONIES (MAR 1999)

(a) Definitions. As used in this clause—

(1) “Arising out of a contract with the DoD” means any act in connection with—

(i) Attempting to obtain;

(ii) Obtaining, or

(iii) Performing a contract or first-tier subcontract of any agency, department, or component of the Department of Defense (DoD).

(2) “Conviction of fraud or any other felony” means any conviction for fraud or a felony in violation of state or Federal criminal statutes, whether entered on a verdict or plea, including a plea of *nolo contendere*, for which sentence has been imposed.

(3) “Date of conviction” means the date judgment was entered against the individual.

(b) Any individual who is convicted after September 29, 1988, of fraud or any other felony arising out of a contract with the DoD is prohibited from serving--

(1) In a management or supervisory capacity on any DoD contract or first-tier subcontract;

(2) On the board of directors of any DoD contractor or first-tier subcontractor;

(3) As a consultant, agent, or representative for any DoD contractor or first-tier subcontractor; or

(4) In any other capacity with the authority to influence, advise, or control the decisions of any DoD contractor or subcontractor with regard to any DoD contract or first-tier subcontract.

(c) Unless waived, the prohibition in paragraph (b) of this clause applies for not less than 5 years from the date of conviction.

(d) 10 U.S.C. 2408 provides that a defense contractor or first-tier subcontractor shall be subject to a criminal penalty of not more than \$500,000 if convicted of knowingly—

(1) Employing a person under a prohibition specified in paragraph (b) of this clause; or

(2) Allowing such a person to serve on the board of directors of the contractor or first-tier subcontractor.

(e) In addition to the criminal penalties contained in 10 U.S.C. 2408, the Government may consider other available remedies, such as—

(1) Suspension or debarment;

(2) Cancellation of the contract at no cost to the Government; or

(3) Termination of the contract for default.

(f) The Contractor may submit written requests for waiver of the prohibition in paragraph (b) of this clause to the Contracting Officer. Requests shall clearly identify—

- (1) The person involved;
 - (2) The nature of the conviction and resultant sentence or punishment imposed;
 - (3) The reasons for the requested waiver; and
 - (4) An explanation of why a waiver is in the interest of national security.
- (g) The Contractor agrees to include the substance of this clause, appropriately modified to reflect the identity and relationship of the parties, in all first-tier subcontracts exceeding the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation, except those for commercial items or components.
- (h) Pursuant to 10 U.S.C. 2408(c), defense contractors and subcontractors may obtain information as to whether a particular person has been convicted of fraud or any other felony arising out of a contract with the DoD by contacting The Office of Justice Programs, The Denial of Federal Benefits Office, U.S. Department of Justice, telephone (202) 616-3507.

(End of clause)

252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991)

When costs are a factor in any price adjustment under this contract, the contract cost principles and procedures in FAR part 31 and DFARS part 231, in effect on the date of this contract, apply.

Section J - List of Documents, Exhibits and Other Attachments

SECTION JSECTION J
EXHIBITS AND ATTACHMENTS

<u>EXHIBITS</u>	<u>DESCRIPTION</u>	<u>PAGES</u>
A	Contract Data Requirements List (CDRL), DD Form 1423	3
B	Data Item Description (DID), DD Form 1664	4

<u>ATTACHMENTS</u>	<u>DESCRIPTION</u>	<u>PAGES</u>
1	Service Contract Wage Determination Madison County Alabama	8
2	ENG Form 4025, Transmittal of Shop Drawings, Equipment Data	2
3	Performance Evaluation Factors	2
4	DD Form 254, Contract Security Classification	2
5	Abbreviated Accident Prevention Plan (AAPP)	7
6	Labor Rate Format	1

Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY FULL TEXT

52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that --

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to --

(i) Those prices,

(ii) The intention to submit an offer, or

(iii) The methods of factors used to calculate the prices offered:

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory --

(1) Is the person in the offeror's organization responsible for determining the prices offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision _____ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of clause)

52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence

Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this Certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989,--

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

V. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(End of provision)

52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

“Common parent,” as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

“Taxpayer Identification Number (TIN),” as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

___ TIN: _____

___ TIN has been applied for.

___ TIN is not required because:

___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

___ Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

___ Sole proprietorship;

___ Partnership;

___ Corporate entity (not tax-exempt);

___ Corporate entity (tax-exempt);

___ Government entity (Federal, State, or local);

___ Foreign government;

___ International organization per 26 CFR 1.6049-4;

___ Other _____

(f) Common parent.

___ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

___ Name and TIN of common parent:

Name _____

TIN _____

(End of provision)

52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999)

(a) Definition. Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it () is a women-owned business concern.

(End of provision)

52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals-

(A) Are () are not () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have () have not (), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Offeror has () has not (), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification,

in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

52.215-6 PLACE OF PERFORMANCE (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, () intends, () does not intend (check applicable block) to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks “intends” in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance(Street Address, City, State, County, Zip Code)	Name and Address of Owner and Operator of the Plant or Facility if Other Than Offeror or Respondent

(End of provision)

52.215-7 ANNUAL REPRESENTATIONS AND CERTIFICATIONS--NEGOTIATION (OCT 1997)

The offeror has (check the appropriate block):

_____ (a) Submitted to the contracting office issuing this solicitation, annual representations and certifications dated _____ (insert date of signature on submission) that are incorporated herein by reference, and are current, accurate, and complete as of the date of this proposal, except as follows [insert changes that affect only this proposal; if “none,” so state]:

_____ (b) Enclosed its annual representations and certifications.

(End of provision)

52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall--

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

- (2) Provide the ACO or designated representative ready access to the records upon request;
- (3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and
- (4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

(End of clause)

52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997)

(a) Exceptions from cost or pricing data. (1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Commercial item exception. For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include--

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The offeror shall prepare and submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(End of provision)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2002)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 541690.

(2) The small business size standard is \$6M.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(6) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:_____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) Definitions. As used in this provision--

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) That is at least 51 percent owned by one or more women; in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

(a) () It has, () has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) () It has, () has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that

(a) [] it has developed and has on file, [] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

(b) [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

52.222-38 COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (DEC 2001)

By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e., if it has any contract containing Federal Acquisition Regulation clause 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans), it has submitted the most recent VETS-100 Report required by that clause.

(End of provision)

252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)

(a) "Definitions."

As used in this provision --

(a) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for such acts of international terrorism. As of the date of this provision, terrorist countries include: Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.

(3) "Significant interest" means --

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm, such as a director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtedness of a firm.

(b) "Prohibition on award."

In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) "Disclosure."

If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include --

(1) Identification of each government holding a significant interest; and

(2) A description of the significant interest held by each government.

(End of provision)

252.209-7004 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)

(a) Unless the Government determines that there is a compelling reason to do so, the Contractor shall not enter into any subcontract in excess of \$25,000 with a firm, or subsidiary of a firm, that is identified, on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs, as being ineligible for the award of Defense contracts or subcontracts because it is owned or controlled by the government of a terrorist country.

(b) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is identified, on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs, as being ineligible for the award of Defense contracts or subcontracts because it is owned or controlled by the government of a terrorist country. The notice must include the name of the proposed subcontractor notwithstanding its inclusion on the List of Parties Excluded From Federal Procurement and Nonprocurement Programs.

(End of clause)

Section L - Instructions, Conditions and Notices to Bidders

L.1 - INFORMATION TO OFFEROR

L.1.1 Minimum Experience Requirements:

L.1.1.1. Electronic Security Systems (ESS) Related Services:

The engineering services shall be performed by college degreed or technically equivalent personnel that have a minimum of five years experience in design and installation support of ESS at world-wide Government sites. Experience for ESS shall include utilization of Corps of Engineers' Unified Facilities Guide Specifications and technical manuals for ESS.

L. 1.1.2 Utility Monitoring and Control Systems (UMCS) Related Services:

The engineering services shall be performed by college degreed or technically equivalent personnel that have a minimum of five years experience in design and installation support of UMCS and other automated control systems at world-wide Government sites. Experience for UMCS shall include utilization of Corps of Engineers' Unified Facilities Guide Specifications and technical manuals for UMCS.

L.1.2. Section B Labor Category Descriptions:

Program/Project Manager Level 5:

Minimum/General Experience:

Twenty (20) years experience in the electronic systems/information technology field, including 5 years of experience in a management or supervisory capacity, plus 5 years in the functional area of the project to be managed.

Functional Responsibility:

Responsible for planning and executing the project. Prepares and maintains the project schedule and budget. Prepares and delivers status reports to the customer. Serves as the primary point of contact for the customer. Oversees all work and takes corrective action as necessary to ensure project success. Manages staffing, budget, prioritization, and other personnel matters. May serve as technical lead for the project.

Minimum Education:

Bachelor's degree in engineering, or a related field, or in the project's functional area.

Program/Project Manager Level 4:

Minimum/General Experience:

Eighteen (18) years experience in the electronic systems/information technology field, including 5 years of experience in a management or supervisory capacity, plus 5 years in the functional area of the project to be managed.

Functional Responsibility:

Responsible for planning and executing major portions of the project. Prepares and maintains the project schedule and budget. Prepares and delivers status reports to the customer. Primary point of contact for the customer for assigned tasks. Oversees all work and takes corrective action as necessary to ensure success of assigned tasks. Manages staffing, budget, prioritization, and other personnel matters. May serve as technical lead for assigned tasks.

Minimum Education:

Bachelor's degree in engineering, or a related field, or in the project's functional area.

Program/Project Manager Level 3:**Minimum/General Experience:**

Sixteen (16) years experience in the electronic systems/information technology field, including 3 years of experience in a management or supervisory capacity, plus 3 years in the functional area of the project to be managed.

Functional Responsibility:

Responsible for planning and executing select portions of the project. Prepares and maintains the project schedule and budget for assigned tasks. Prepares and delivers status reports to the customer. Primary point of contact for the customer for assigned tasks. Oversees all work and takes corrective action as necessary to ensure success of assigned tasks. Manages staffing, budget, prioritization, and other personnel matters. May serve as technical lead for the assigned tasks.

Minimum Education:

Bachelor's degree in engineering, or a related field, or in the project's functional area.

Program/Project Manager Level 2:**Minimum/General Experience:**

Fourteen (14) years experience in the electronic systems/information technology field, including 3 years of experience in a management or supervisory capacity, plus 3 years in the functional area of the project to be managed.

Functional Responsibility:

Responsible for planning and executing individual tasks. Prepares and maintains the project schedule and budget for assigned tasks. Prepares and delivers status report to the customer. Primary point of contact for the customer for assigned tasks. Oversees all work and takes corrective action as necessary to ensure success of assigned tasks. Manages staffing, budget, prioritization, and other personnel matters. May serve as technical lead for the assigned tasks project.

Minimum Education:

Bachelor's degree in engineering, or a related field, or in the project's functional area.

Program/Project Manager Level 1:**Minimum/General Experience:**

Twelve (12) years experience in the electronic systems/information technology field, Including 2 years of experience in the functional area of the project to be managed.

Functional Responsibility:

Responsible for assisting with planning and executing the project. Prepares and maintains the project schedule and budget. Prepares and delivers status reports to the customer. Assists with oversight of all work and takes corrective action as necessary to ensure project success.

Assists with staffing, budget, prioritization, and other personnel matters.

Minimum Education:

Bachelor's degree in engineering, or a related field, or in the project's functional area.

Senior Engineer Level 3:

Minimum/General Experience:

Sixteen (16) years experience related to a specific architectural, engineering, or physical science discipline such as: aeronautical engineering, civil engineering, chemical engineering, cost engineering, electrical engineering, electronics engineering, environmental engineering, human factors, industrial engineering, industrial hygiene, measurement/calibration engineering, management information systems, mechanical engineering, software engineering, safety engineering, biology, earth sciences, or telecommunications. Experience with government or industry processes, procedures, standards, methodologies, or tools as relative to the assignment.

Functional Responsibility:

Expert technical support and/or leadership for difficult assignment that centers on complex processes, structural elements, electric/electrical/electronic components, equipment, applications, systems, software, networks, data bases, satellites, telecommunications, facilities, or machinery. Performs and/or leads project planning, scope, control, management, tracking or review activities. Support includes, but is not limited to, elements such as: research, studies, requirements, specifications, definition, analysis, assessments, planning, acquisition, design, development, integration, overseeing, manufacture, construction, testing, installation, performance tuning, operation, deployment or maintenance. Interfaces with users at all levels during the support process. Performs and/or leads technical document development/preparation. Uses applicable methodologies, modeling/estimating techniques, tools, applications, systems, software, or databases at advanced levels to perform assigned tasks. Ensures compliance with and/or may develop, the standards and organizational requirements relative to specific assignments. May supervise or manage tasks/projects.

Minimum Education:

Bachelor's degree in Architecture, Engineering, Computer Science, Information Systems, Math, Physics, Biology or related discipline.

Senior Engineer Level 2:

Minimum/General Experience:

Fourteen (14) years experience related to a specific architectural, engineering, or physical science discipline such as: aeronautical engineering, civil engineering, chemical engineering, cost engineering, electrical engineering, electronics engineering, environmental engineering, human factors, industrial engineering, industrial hygiene, measurement/calibration engineering, management information systems, mechanical engineering, software engineering, safety engineering, biology, earth sciences, or telecommunications. Experience with government or industry processes, procedures, standards, methodologies, or tools as relative to the assignment.

Functional Responsibility:

Provides comprehensive technical support and/or leadership for elements such as: complex processes, structural elements, electric/electrical/electronic components, equipment, applications, systems, software, networks, data bases, satellites, telecommunications, facilities, or machinery. Support includes, but is not limited to, elements such as: research, studies, requirements, specifications, definition, analysis, assessments, planning, acquisition, design, development, integration, overseeing, manufacture, construction, testing, installation, performance tuning, operation, deployment or maintenance. Interfaces with users at all levels during the support process. Performs and/or leads technical document development/preparation. Uses applicable methodologies, modeling/estimating techniques, tools, applications, systems, software, or databases at advanced levels to perform assigned tasks. Ensures compliance with and/or may develop, the standards and organization requirements relative to specific assignments. May supervise or manage tasks/projects.

Minimum Education:

Bachelor's degree in Architecture, Engineering, Computer Science, Information Systems, Math, Physics, Biology or related discipline.

Senior Engineer Level 1:**Minimum/General Experience:**

Twelve (12) years of experience related to a specific architectural, engineering, or physical science discipline such as: aeronautical engineering, civil engineering, chemical engineering, cost engineering, electrical engineering, electronics engineering, environmental engineering, human factors, industrial engineering, industrial hygiene, measurement/calibration engineering, management information systems, mechanical engineering, software engineering, safety engineering, biology, earth sciences, or telecommunications. Experience with government or industry processes, procedures, standards, methodologies, or tools as relative to the assignment.

Functional Responsibility:

Provides technical support for elements such as: complex processes structural elements, electric/electrical/electronic components, equipment, applications, systems, software, networks, data bases, satellites, telecommunications, facilities, or machinery. Support includes, but is not limited to, elements such as: research, studies, requirements, specifications, definition, analysis, assessments, planning, acquisition, design, development, integration, overseeing, manufacture, construction, testing, installation, performance tuning, operation, deployment or maintenance. Interfaces with users at all levels during the support process. Performs and/or leads technical document development/preparation. Uses applicable methodologies, modeling/estimating techniques, tools, applications, systems, software, or databases at advanced levels to perform assigned tasks. Ensures compliance with and/or may develop, the standards and organizational requirements relative to specific assignments. May supervise or manage tasks/projects.

Minimum Education:

Bachelor's degree in Architecture, Engineering, Computer Science, Information Systems, Math, Physic, Biology or related discipline.

Engineer Level 5:

Minimum/General Experience:

Ten (10) years of experience related to a specific architectural, engineering, or physical science discipline such as: aeronautical engineering, civil engineering, chemical engineering, cost engineering, electrical engineering, electronics engineering, environmental engineering, human factors, industrial engineering, industrial hygiene, measurement/calibration engineering, management information systems, mechanical engineering, software engineering, safety engineering, biology, earth sciences, or telecommunications. Experience with government or industry processes, procedures, standards, methodologies, or tools as relative to the assignment.

Functional Responsibility:

Provides support for work that is varied and somewhat difficult, but that involves limited responsibility. Provides technical support for elements such as: complex processes, structural elements, electric/electrical/electronic components, equipment, applications, systems, software, networks, satellites, telecommunications, facilities, or machinery. Support can include, but is not limited to, elements such as: research, studies, requirements, specifications, definition, analysis, assessments, planning, acquisition, design, development, integration, overseeing, manufacture, construction, testing, installation, performance tuning, operation, deployment or maintenance. Interfaces with users during the support process and may support user training. Develops/prepares technical documentation. Uses applicable methodologies, modeling/estimating techniques, tools, applications, systems, software, or databases to perform assigned tasks. Ensures compliance with the standards and organizational requirements relative to specific assignments. May provide staff/project supervision.

Minimum Education:

Bachelor's degree in Architecture, Engineering, Computer Science, Information Systems, Math, Physics, Biology or other related discipline.

Engineer Level 4:

Minimum/General Experience:

Seven (7) years of experience related to a specific architectural, engineering, or physical science discipline such as: aeronautical engineering, civil engineering, chemical engineering, cost engineering, electrical engineering, electronics engineering, environmental engineering, human factors, industrial engineering, industrial hygiene, measurement/calibration engineering, management information systems, mechanical engineering, software engineering, safety engineering, biology, earth sciences, or telecommunications. Experience with government or industry processes, procedures, standards, methodologies, or tools as relative to the assignment.

Functional Responsibility:

Provides support for work that is varied and somewhat difficult, but that involves limited responsibility. Provides technical support for elements

such as: complex processes, structural elements, electric/electrical/electronic components, equipment, applications, systems, software, networks, satellites, telecommunications, facilities, or machinery. Support can include, but is not limited to, elements such as: research, studies, requirements, specifications, definition, analysis, assessments, planning, acquisition, design, development, integration, overseeing, manufacture, construction, testing, installation, performance tuning, operation, deployment or maintenance. Interfaces with users during the support process and may support user training. Develops/prepares technical documentation. Uses applicable methodologies, modeling/estimating techniques, tools, applications, systems, software, or databases to perform assigned tasks. Ensures compliance with the standards and organizational requirements relative to specific assignments. May provide staff/project supervision.

Minimum Education:

Bachelor's degree in Architecture, Engineering, Computer Science, Information Systems, Math Physics, Biology or other related discipline.

Engineer Level 3:

Minimum/General Experience:

Four (4) years of experience related to a specific architectural, engineering, or physical science discipline such as: aeronautical engineering, civil engineering, chemical engineering, cost engineering, electrical engineering, electronics engineering, environmental engineering, human factors, industrial engineering, industrial hygiene, measurement/calibration engineering, management information systems, mechanical engineering, software engineering, safety engineering, biology, earth sciences, or telecommunications. Exposure to or familiarity with government or industry processes, procedures, standards, methodologies, or tools as relative to the assignment.

Functional Responsibility:

Provides supervised support for routine activities according to established procedures or instructions. Assists with technical support for elements such as: complex processes, structural elements, electric/electrical/electronic components, equipment, applications, systems, software, networks, satellites, telecommunications, facilities, or machinery. Support can include, but is not limited to, elements such as: research, studies, requirements, specifications, definition, analysis, assessments, planning, acquisition, design, development, integration, overseeing, manufacture, construction, testing, installation, performance tuning, operation, deployment or maintenance. Interfaces with users during the support process and may support user training. Uses basic elements of applicable methodologies, modeling/estimating techniques, tools, applications, systems, software, or databases to perform assigned tasks. Complies with the standards and organizational requirements relative to specific assignments.

Minimum Education:

Bachelor's degree in Architecture, Engineering, Computer Science, Information Systems, Math, Physics, Biology or other related discipline.

Engineer Level 2:

Minimum/General Experience:

Two (2) years of experience related to a specific architectural, engineering, or physical science discipline such as: aeronautical engineering, civil engineering, chemical engineering, cost engineering, electrical engineering, electronics engineering, environmental engineering, human factors, industrial engineering, industrial hygiene, measurement/calibration engineering, mechanical engineering, safety engineering, biology, earth sciences, or telecommunications. Exposure to, or familiarity with, government or industry processes, procedures, standards, methodologies, or tools as relative to the assignment.

Functional Responsibility:

Provides supervised support for routine activities according to established procedures or instructions. Assists with technical support for elements such as: complex processes, structural elements, electric/electrical/electronic components, equipment, applications, systems, software, networks, satellites, telecommunications, facilities, or machinery. Support can include, but is not limited to, elements such as: research, studies, requirements, specifications, definition, analysis, assessments, planning, acquisition, design, development, integration, overseeing, manufacture, construction, testing, installation, performance tuning, operation, deployment or maintenance. Occasionally interfaces with users during the support process and may support user training. Contributes to technical documentation. Uses basic elements of applicable methodologies, modeling/estimating techniques, tools, applications, systems, software, or databases to perform assigned tasks. Complies with the standards and organizational requirements relative to specific assignments.

Minimum Education:

Bachelor's degree in Architecture, Engineering, Computer Science, Information Systems, Math, Physics, Biology or other related discipline.

Engineer Level 1:**Minimum/General Experience:**

Entry level with little or no experience

Functional Responsibility:

Provides supervised support for routine activities according to established procedures or instructions. Assists with technical support for elements such as: complex processes, structural elements, electric/electrical components, equipment, applications, systems, software, networks, satellites, telecommunications, facilities, or machinery. Support can include, but is not limited to, elements such as: research, studies, requirements, specifications, definition, analysis, assessments, planning, acquisition, design, development, integration, overseeing, manufacture, construction, testing, installation, performance tuning, operation, deployment or maintenance. Occasionally interfaces with users during the support process and may support user training. Contributes to technical documentation. Uses basic elements of applicable methodologies, modeling/estimating techniques, tools, applications, systems, software, or databases to perform assigned tasks. Complies with the standards and organizational requirements relative to specific assignments.

Minimum Education:

Bachelor's degree in Architecture, Engineering, Computer Science, Information Systems, Math, Physics, Biology or other related discipline.

Technician Level 3:

Minimum/General Experience:

Five (5) years of experience related to a specific architectural, engineering, or physical science discipline such as: aeronautical engineering, civil engineering, chemical engineering, cost engineering, electrical engineering, electronics engineering, environmental engineering, human factors, industrial engineering, industrial hygiene, measurement/calibration engineering, mechanical engineering, software engineering, safety engineering, biology, earth sciences, or telecommunications. Experience with government or industry processes, procedures, standards, methodologies, or tools as relative to the assignment.

Functional Responsibility:

Provides supervised support for routine activities according to established procedures or instructions. Works independently to assist with technical support for elements such as: complex processes, structural elements, electric/electrical/electronic components, equipment, applications, systems, software, networks, satellites, telecommunications, facilities, or machinery. Support can include, but is not limited to, elements such as: research, studies, requirements, specifications, definition, analysis, assessments, planning, acquisition, design, development, integration, overseeing, manufacture, construction, testing, installation, performance tuning, operation, deployment or maintenance. Occasionally interfaces with users during the support process and may support user training. Contributes to technical documentation. Uses basic elements of applicable methodologies, modeling/estimating techniques, tools, applications, systems, software, or databases to perform assigned tasks. Complies with the standards and organizational requirements relative to specific assignments.

Minimum Education:

High School diploma, plus technical training in field related to task assignment.

Technician Level 2:

Minimum/General Experience:

Two (2) years of experience in data communications troubleshooting. Extensive knowledge of network management software and personal computer/Local Area Network (PC/LAN) communications hardware and software in a multi-protocol environment.

Functional Responsibility:

Monitors and responds to complex technical hardware and software problems utilizing a variety of testing tools and techniques. Acts as the primary interface with vendor support service groups or provides internal analysis and support to ensure proper escalation during outages or periods of degraded system performance. May provide server support.

Minimum Education:

High School diploma, plus technical training in electronics, telecommunications, or computer hardware or software systems.

Technician Level 1:**Minimum/General Experience:**

Two (2) years of experience in installation, monitoring and repair of fiber optic cabling. Working knowledge of network communications hardware. Expertise in Fiber Distributed Data Interface (FDDI).

Functional Responsibility:

Plans, installs, monitors, and tests the installation of fiber optic cable. Tests all newly installed cable to ensure proper functioning. Maintains current and accurate diagrams of the network plant. Troubleshoots network cable problems. Splices or otherwise repairs defective cable segments. Makes custom patch cables to replace unusable cable and for special requirements. Maintains compliance with all applicable security, building, and fire code regulations.

Minimum Education:

High School diploma, plus technical training in electronics, or a related field.

Technical Writer Level 3:**Minimum/General Experience:**

Seven (7) years of experience in writing, designing, editing, and preparing business and technical documentation, to include independent and creative writing. Experience with and thorough knowledge of Department of Defense (DoD), Federal Information Processing (FIP), Government Printing Office (GPO), or commercial documentation standards as appropriate to the assignment. Experience with processing new or special project material. Experience in material verification through consultation with subject matter specialists/experts or independent research. Experience in managing copy preparation through production.

Functional Responsibility:

Responsible for supervising and/or performing documentation design, development and preparation throughout the production cycle that can include: technical writing/editing, editorial consultation, copy design/editing, proofreading and overall documentation review. Works with all levels of management, technical personnel, authors and subject matter experts to define documentation content, guidelines, specifications and development schedules. May establish, staff, and supervise documentation project teams. Can estimate, negotiate and acquire required inventory for production cycles. Prepares required documentation in appropriate format. Supports configuration management and quality assurance standards and may determine compliance levels. Reviews and analyzes the data and user requirements to ensure that documentation is clear, concise, and valid. Performs substantive editing that ensures document organization and quality. Confirms the adequacy of material submitted for publication or final product quality. Ensures that documents follow the appropriate supplements. Can manage or supervise production cycle activities, including resource coordination, through document delivery the maintenance.

Minimum Education:

Bachelor's degree in Communications, Journalism, English, or a related field.

Technical Writer Level 2:**Minimum/General Experience:**

Five (5) years of experience in writing, designing, editing, and preparing business and technical documentation, to include independent and creative writing. Experience with and demonstrated knowledge of department of Defense (DoD), Federal Information Processing (FIP), Government Printing Office (GPO), or commercial documentation standards as appropriate to the assignment.

Functional Responsibility:

Responsible for documentation design, development and preparation throughout the production cycle that can include: technical writing/editing, editorial consultation, copy design/editing, proofreading and overall documentation review. Works with all levels of management, technical personnel, authors and subject matter experts to define documentation content, guidelines, specifications and development schedules. Prepares required documentation in appropriate format. to required configuration management and quality assurance standards. Analyzes the data and user requirements to ensure that documentation is clear, concise, and valid. Performs substantive editing that ensures document organization and quality. Confirms the adequacy of material submitted for publication or final product quality. Ensures that documents follow the appropriate supplements. May be responsible for any activity in the production cycle through document delivery and maintenance. Coordinates or supervises resources during the production cycle.

Minimum Education:

Bachelor's degree in Communications, Journalism, English, or a related field.

Technical Writer Level 1:**Minimum/General Experience:**

Two (2) years of experience in writing, editing, and preparing business and technical documentation. Experience with and knowledge of Department of Defense (DoD), Federal Information Processing (FIP), Government Printing Office (GPO), or commercial documentation standards as appropriate to the assignment.

Functional Responsibility:

Responsible for documentation development and preparation throughout the production cycle that can include: technical writing/editing, editorial consultation, copy design/editing, proofreading and overall documentation review. Checks documents for spelling, grammar, organization, consistency, and content. Ensures that documents follow the appropriate style guide.

Minimum Education:

Bachelor's degree in Communications, Journalism, English, or a related field.

Administrative Assistant:**Minimum/General Experience:**

Five (5) years of experience in general office practices. Proficiency with word processing, spreadsheets, database, and other office software.

Functional Responsibility:

Conducts a variety of clerical and other administrative tasks. Types correspondence and other documents and forms as needed. Maintains project files both manually and electronically.

Minimum Education:

High School diploma.

Data/Processor/Operator Level 4:**Minimum/General Experience:**

Seven (7) years of experience in data entry, work processing and computer operations.

Functional Responsibility:

Working under the general direction, monitors and controls computers by operating the central console or on-line terminals in accordance with established routines. Assists in determining equipment settings and operating instructions. Continually observes the operation of the equipment, reporting deviations from standard, and takes action as needed to maintain continuous operation. May assist in manipulating controls in accordance with standard procedures to rearrange sequence of job steps to continue operations when individual units of system malfunction. Assist in maintaining records. Performs preventative maintenance and data backup according to a predetermined schedule.

Minimum Education:

High School diploma.

Data/Processor/Operator Level 3:**Minimum/General Experience:**

Five (5) years of experience in data entry, work processing and computer operations.

Functional Responsibility:

Working under the general direction, operates data entry devices in a recording a variety of data, verify data entered, and perform related clerical duties. Instructs, directs, and checks the work of the data entry operators. Schedules data entry functions.

Minimum Education:

High School Diploma.

Data/Processor/Operator Level 2:**Minimum/General Experience:**

Three (3) years of experience in creating, updating and maintaining complex documents (e.g., may include figures, equations, tabular/statistical data, graphics, etc.) on computer systems. Must be able to type 50 words per minute and efficiently use advanced features of required word processing software. Experience with Department of Defense (DoD), Federal Information Processing (FIP), Government Printing Office (GPO), or commercial document standards as appropriate to the assignment. Experience with other products that relate to document production such as spreadsheet or graphics software.

Functional Responsibility:

Responsible for data input, edit, or maintenance during the development/modification of complex business practices technical documentation. Assist with document production, assembly, or distribution. Integrates as necessary, document content from various word processing software related products. Checks documents for spelling, grammar, organization, consistency, and content. Confirms that document modifications are complete and accurate. Ensures that documents comply with established standards.

Minimum Education:

High School diploma.

Data/Processor/Operator Level 1:**Minimum/General Experience:**

One (1) year of experience in creating, updating and maintaining documents on computer systems. Must be able to type 50 words per minute and efficiently use advanced features of required word processing software. Familiarity with Department of Defense (DoD), Federal Information Processing (FIP), Government Printing Office (GPO), or commercial document standards as appropriate to the assignment.

Functional Responsibility:

Responsible for data input, edit, or maintenance during the development/modification of complex business or technical documentation. Assist with document production, assembly, or distribution. Checks document for spelling, grammar, organization, consistency, and content. Confirms that document modifications are complete and accurate. Ensures that documents comply with established standards.

Minimum Education:

High School diploma.

Senior Programmer/Analyst Level 3:**Minimum/General Experience:**

Sixteen (16) years of technical experience in software development, five (5) of which are in operation systems and two years in a technical lead role. Has full technical knowledge of all phases of operating systems programming applications.

Functional Responsibility:

Formulates/defines specifications for complex operating systems software programming applications or modifies/maintains complex existing applications using engineering releases and utilities from the manufacturer. Designs, codes, tests, debugs, and documents operating system software. Responsible for applications dealing with the overall operating system, such as sophisticated file maintenance routines, large telecommunications networks, linking peripheral devices, computer accounting, and advanced mathematical or scientific software packages. May direct and review the work of other systems analysts and programmers. Supports quality assurance review and evaluation of new and existing software products. May act as project leader.

Minimum Education:

Bachelor's Degree in Engineering or a related field.

Senior Programmer/Analyst Level 2:**Minimum/General Experience:**

Fourteen (14) years of technical experience in administration, analysis, and programming of computerized databases. Competent to work at a high level for all phases of database management.

Functional Responsibility:

Designs, implements, and maintains complex databases with respect to the operating system, access methods, access time, device allocation, validation checks, organization, protection and security, documentation, guidelines, and statistical methods. Maintains database dictionaries, monitors standards and procedures, and integrates system through database design.

Minimum Education:

Bachelor's Degree in Engineering or a related field.

Senior Programmer/Analyst Level 1:**Minimum/General Experience:**

Twelve (12) years of experience in applications software development, three (3) of which are in systems analysis and one (1) year which is acting as technical lead to a team of programmers/analysts. Has a good understanding of the business or function for which the application is designed.

Functional Responsibility:

Plans, directs and monitors the work of team members. Sets priorities to meet the needs of users. Formulates/defines system scope and objectives. Devises or modifies procedures to solve complex problems considering computer equipment capacity and limitations. Prepares detailed specifications from which programs will be written. Designs, codes, tests, debugs, & documents those programs. May be involved in related areas such as database design/management, evaluation of commercial off the shelf (COTS) products, and analysis of network hardware/software issues. May direct the work of other systems analysts and programmers. This skill is qualified to operate in advanced technical environments that include C++, Client/Server, Oracle, Power Builder, Visual Basic, JAVA, and other source code requirements.

Minimum Education:

Bachelor's Degree in Engineering or a related field.

Programmer/Analyst Level 5:**Minimum/General Experience:**

Ten (10) years of technical experience in administration, analysis, and programming in an area of specialization associated with the requirement. Competent to work in most phases of database management. Experience with Government or industry standards, processes, procedures, methodologies, or tools that support analysis as relative to the requirement.

Functional Responsibility:

Under general direction, designs, implements, and maintains moderately complex databases with respect to the operating system, access methods, access time, device allocation, validation checks, organization, and statistical methods. Maintains database dictionaries and integrates system through database design. Provides comprehensive support for difficult analysis and evaluation assignments. Performs and/or leads analysis and evaluation of existing or proposed processes, applications, evaluation of existing or proposed processes, applications, systems or software. Performs and/or leads analysis and project planning, scope, control, management, tracking, or review activities. Performs and/or leads analysis and evaluation throughout the process, application, system, and software development life-cycle which includes, but is not limited to: planning, requirements, design, acquisition, development, integration, installation/deployment, performance tuning, testing, or training. Performs and/or leads document development/preparation at various stages of a project life-cycle (e.g., planning through implementation) to detail analysis results and solutions recommendations. Facilitates meetings such as joint application development (JAD) sessions to support the analysis process. Serves as liaison between the functional and technical specialists at all levels. Assists with testing to support the project life-cycle, as applicable. Uses methodologies, modeling/estimating techniques, tools, applications, systems, software, or databases at advanced levels to perform assigned tasks. Ensures compliance with, and/or may develop, standards and organization requirements relative to specific assignments. May supervise/manage.

Minimum Education:

Bachelor's degree in Engineering or a related field.

Programmer/Analyst Level 4:

Minimum/General Experience:

Seven (7) years of experience in administration, analysis, and programming in an area of specialization associated with the requirement. Competent to work at a high technical level for all phases of applications systems analysis and programming. Experience with Government or industry standards, processes, procedures, methodologies, or tools that support analysis as relative to the requirement.

Functional Responsibility:

Works under general direction. Formulates/defines system scope and objectives. Devises or modifies procedures to solve complex problems considering computer equipment capacity and limitations. Prepares detailed specifications from which programs will be written. Designs, codes tests, debugs, and documents programs. May be involved in related areas such as database design/management, evaluation of commercial off the shelf (COTS) products, and analysis of network hardware/software issues. May provide guidance to other systems analyst and programmers. Provides minimally supervised support for difficult analysis and evaluation assignments. Performs analysis and evaluation through out the process, application, system, and software development life-cycle which includes, but is not limited to: integration, installation/deployment, performance tuning, testing, or training. Performs and/or direct document development/preparation at various stages of a project life-cycle (e.g., planning through implementation) to detail analysis results and solutions

recommendations. Facilitates meetings such as joint application development (JAD) sessions to support the analysis process. Serves as liaison between the functional and technical specialists. Assists with testing to support the project life cycle, applicable. Uses methodologies, modeling/estimating techniques, tools, applications, systems, software, or databases at advanced levels to perform assigned tasks. Ensures compliance with, and/or may develop, standards and organization requirements relative to specific assignments. Provides staff supervise or management.

Minimum Education:

Bachelor's degree in Engineering or a related field.

Programmer/Analyst Level 3:

Minimum/General Experience:

Four (4) years of technical experience in an area of specialization associated with the requirement, with demonstrated experience in most phases of operating systems programming applications. Experience with Government or industry standards, processes, procedures, methodologies, or tools that support analysis as relative to the requirement.

Functional Responsibility:

Works from specifications to develop moderately complex operating systems software programming applications or modifies/maintains moderately complex existing applications using engineering releases and utilities from the manufacturer. Designs, codes, tests, debugs, and documents operating system software. May be involved in related areas such as database design/management, evaluation of commercial off the shelf (COTS) products, and analysis of network hardware/software issues. May provide guidance to other systems analyst and programmers. Performs project planning, scope, control, management, tracking, or review. Performs analysis and evaluation through out the process, application, system, and software development life-cycle which includes, but is not limited to: integration, installation/deployment, performance tuning, testing, or training. Performs or may direct document development/preparation at various stages of a project life-cycle (e.g., planning through implementation) to detail analysis results and solutions recommendations. Facilitates meetings such as joint application development (JAD) sessions to support the analysis process. Serves as liaison between the functional and technical specialists. Assists with testing to support the project life cycle, as applicable. Uses methodologies, modeling/estimating techniques, tools, applications, systems, software, or databases at advanced levels to perform assigned tasks. Ensures compliance with standards and organization requirements relative to specific assignments. May supervise analysis tasks/projects.

Minimum Education:

Bachelor's degree in Engineering or a related field.

Programmer/Analyst Level 2:

Minimum/General Experience:

Two (2) years of technical experience in an area of specialization associated with the requirement or a certificate of advanced study in a related technical area. Competent to work at a high level for most phases

of applications systems analysis and programming activities. Experience with Government or industry standards, processes, procedures, methodologies, or tools that support analysis as relative to the requirement.

Functional Responsibility:

Works under general direction. Formulates/defines systems scope and objectives. Devises or modifies procedures to solve complex problems considering computer equipment capacity and limitations. Codes, tests, debugs, and documents computer programs. May be involved in related areas such as database design/management and evaluation of commercial off the shelf (COTS) products. Provides supervised support for routine activities, according to established procedures or instructions. Assists with analysis and evaluation of existing or proposed processes, applications, systems or software. Assists with project planning, scope, control, management, tracking, or review. Assists with analysis and evaluation throughout the process, application, system, and software development life-cycle which includes, but is not limited to: planning, requirements, design, acquisition, development, integration, installation/deployment, performance tuning, testing, or training. Assists with document development/preparation at various stages of a project life-cycle (e.g., planning through implementation) to detail analysis results and solutions recommendations. May facilitate meetings such as joint application development (JAD) sessions to support the analysis process. May serve as liaison between the functional and technical specialists at all levels. May assist with testing to support the project life-cycle, as applicable. Uses methodologies, modeling/estimating techniques, tools, applications, systems, software, or databases at advanced levels to perform assigned tasks. Compiles with standards and organization requirements relative to specific assignments.

Minimum Education:

Bachelor's degree in Engineering or a related field.

Programmer/Analyst Level 1:

Minimum/General Experience:

Entry level with little or no experience.

Functional Responsibility:

Works under general direction. Formulates/defines system, scope and objectives. Devises or modifies procedures to solve complex problems considering computer equipment capacity and limitations. Codes, tests, debugs, and documents computer programs. May be involved in related areas such as database design/management and evaluation of commercial off the shelf (COTS) products.

Minimum Education:

Bachelor's degree in Engineering or a related field.

CAD Operator Level 3:

Minimum/General Experience:

Seven (7) years of experience preparing drawings, schematics, etc., using computer hardware and software related to Computer Aided Design (CAD) products in the architectural, engineering or physical science field. Two

(2) years in a supervisory position.

Functional Responsibility:

Under the direction prepares wiring diagrams, electronic schematics and engineering and architectural drawings using software-driven graphics programs in the architectural, engineering or physical science field.

Provide leadership for tasks in support of large and complex systems projects. Experienced with government or industry processes, procedures, standards, methodologies, or tools as appropriate to the assignment.

Utilizing automated drafting and drawing system, produces engineering drawings in 2D/3D graphics with animation for training programs and simulators. May manage a project.

Minimum Education:

High School diploma or equivalent, and technical training in drafting, art, computer graphics, or a related field.

CAD Operator Level 2:

Minimum/General Experience:

Five (5) years of experience preparing drawings, schematics, etc., using computer hardware and software related to Computer Aided Design (CAD) products.

Functional Responsibility:

Under general direction prepares wiring diagrams, electronic schematics and engineering and architectural drawings using software-driven graphics.

Utilizing automated drafting and drawing system, produces engineering drawings in 2D/3D graphics with animation for training programs and simulators.

Minimum Education:

High School diploma or equivalent, and technical training in drafting, art, computer graphics, or a related field.

CAD Operator Level 1:

Minimum/General Experience:

Three (3) years of experience preparing drawings, schematics, etc., using computer hardware and software related to Computer Aided Design (CAD) products.

Functional Responsibility:

Under general direction prepares wiring diagrams, electronic schematics and engineering and architectural drawings using software-driven graphics.

Utilizing automated drafting and drawings system, produces engineering drawings in 2D/3D graphics with animation for training programs and simulators.

Minimum Education:

High School diploma or equivalent, and technical training in drafting, art, computer graphics, or a related field.

L.2 - PROPOSAL PREPARATION INS

This section provides general guidance for preparing the proposal and proposal revisions, as well as specific instructions on the format and content of the proposal. The Offeror's proposal must include all data and information requested by these instructions and must be submitted in accordance with these instructions.

The Government will read/evaluate only the maximum number of pages allowed. Nonconformance with the specified organization, content, and page limitations may be cause for proposal rejection.

L.2.1 Proposal Organization/Page Limits

The Offeror shall prepare the proposal as set forth in the table below. The titles, contents, and page limits of each volume shall be as defined in the table below.

Volume	Title	Maximum Page Limit
I	Technical Proposal (Typed)	50
II	Management/Organization Capability/ Key Personnel	40
III	Contract Documentation/Price Proposal	None

L.2.2 Proposal Format

The proposal shall be clear and concise, and shall include sufficient detail for effective evaluation. The proposal shall not simply restate or rephrase the Government's requirements, but rather provide a convincing rationale explaining how the Offeror intends to meet these requirements. Offeror shall assume that the Government has no prior knowledge of their experience, and will base its evaluation on the information presented in the Offeror's proposal.

Each of the three volumes shall be written on a stand-alone basis so that its contents may be evaluated without cross-referencing.

Elaborate graphics, multi-media functions (for example, video clips or sound bites), or other embellishments are unnecessary and are not desired.

L.2.3 Distribution: Offeror shall submit an original and five (5) hard copies in three-ring binders and 6 electronic CDs. (see paragraph L.2.4)

L.2.4 Electronic Media: Offeror shall submit their electronic proposal on a CD ROM disk. All volumes shall be submitted on one CD in the Adobe Portable Document File (PDF) format with a table of contents of the proposal structure. The CD shall contain an electronic label.

The Offeror should take reasonable precautions to ensure that the CD provided is free of viruses. The Offeror is reminded if the hard copy version contains restrictive legends, the CD shall contain the same markings.

L.2.5 Pages and Typing

Page size shall be 8 1/2 by 11 inches. Text shall be single-spaced, in 11-point Arial font.

Page limitations shall be treated as maximums. If exceeded, excess pages will not be read or considered in the evaluation of the proposal. Each page shall be counted except for the following: cover pages, table of contents, cross-reference matrix, tabs, glossaries, and attachments.

L.2.6 Cost or Pricing Information: All cost or pricing information shall only addressed in the price proposal.

L.2.7 Proposal Revisions: When submitting revised proposals, the Offeror shall submit changes in accordance with the following:

Proposal revisions shall be submitted as one original, five (5) hard copies, and 6 electronic copies on CD.

If only an individual page(s) need to resubmitted, the Offeror shall include the following on each page: In the upper right corner of each revised, include the Offeror name, exact location (volume, section, page number, etc) within the original proposal, and date of resubmittal. A change bar in the margin to indicate the changed part of the page shall mark all changes. If the revision exceeds one page, each page shall be marked with the page number it is replacing and a numerical or alphabetical extension (i.e., 2-a....2-d). For each deleted page, a blank page shall be submitted denoted with "page intentionally left blank" and the original page number.

L.3 - PROPOSAL INSTRUCTIONS

The Offeror is responsible for providing adequate detail to permit a complete and accurate evaluation of technical/management, past performance, and price proposals.

L.3.1 VOLUME I - TECHNICAL PROPOSAL

The technical proposal volume should be specific and complete. Offerors are cautioned that "parroting" the requirements in the solicitation with a statement of intent to perform does not reveal the Offeror's understanding of the solicitation or provide insight into the Offeror's capabilities and record.

Technical Experience: The Offeror should provide a detailed explanation as to how they plan to execute the contractual performance requirements identified in Section C, paragraph 1 of the Statement of Work.

Past Performance: The Offeror shall submit it's past performance information described below as part of its proposal. Past performance references and contacts submitted may include those with federal, state, and local governments, and those with commercial or private customers for efforts similar to the Government requirement.

References: The Offeror should provide references for three to five projects for ESS work and three to five projects for UMCS work. Or, 6-10 projects if experience is only with ESS or UMCS. Projects cited and references should be recent (within the last five years). Reference information should include the name and address of the customer, as well as a current primary point of contact and current telephone number. The Offeror should state if the Offeror was the prime contractor, subcontractor, or, if the project work was performed by individual key personnel (identify name of personnel), all of which will be evaluated equally. References will be contacted to obtain Past Performance Information. If the Offeror fails to provide valid current customer contacts, past performance references may not be considered.

Past performance information may be obtained from: 1) the references listed in the proposal, 2) other customers known to the Government, 3) any other sources who may have useful and relevant information.

L.3.2 VOLUME II – MANAGEMENT/ORGANIZATION CAPABILITY/KEY PERSONNEL

The Offeror shall submit a Management Plan and organization charts showing the Offeror's corporate structure and line of authority. The Offeror should provide resumes of key personnel, including management directly responsible for performance under the contract. In keeping with the performance-based nature of this contract, the Offeror should determine and justify which personnel are considered key personnel in line with his/her proposed technical and management approach to this contract. The Offeror should address how efficiency will be attained in all areas while providing a high level of quality service. The Offeror should address resources available for the support of this contract, including facilities, equipment, inventory, and staffing. The offeror shall provide an organizational

chart showing the number of persons available and their respective disciplines. The Offeror must identify a single point of contact for Government interface on all contractual/management issues.

L.3.3 VOLUME III - CONTRACT DOCUMENTATION/PRICE PROPOSAL

Standard Form (SF) 33/Section B- Contract Line Item Number (CLIN) Pricing/Section K-Representations and Certifications Volume III shall contain the following:

-A completed, signed and dated SF 33 (Page 1). The original copy should be clearly marked under separate cover and should be provided without any punched holes.

-Section B. As stated in Section B of the SF 33 the Offeror shall propose on all CLINs. All labor categories proposed must be priced.

Additional labor categories may be added at a later date on an as needed basis. In addition, all option years shall be priced. An Offerors proposal will not be considered if the Option Years are not priced. CLINS 0002, 0003, 0005, 0006, 0008, 0009, 0011, 0012, 0014 and 0015 should not be priced at this time.

-Section B. Labor Rate Format (See Attachment 6, Section J). Offeror should utilize this format when submitting their price/cost proposal .

-Section K. Complete all representations and certifications.

CLAUSES INCORPORATED BY FULL TEXT

52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (OCT 2003)

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS number or "DUNS+4" that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same parent concern.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business name.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company physical street address, city, state and Zip Code.

(iv) Company mailing address, city, state and Zip Code (if separate from physical).

(v) Company telephone number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(End of provision)

52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (MAY 2001)

(a) Definitions. As used in this provision--

“Discussions” are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

“In writing or written” means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

“Proposal modification” is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

“Proposal revision” is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

“Time”, if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals. (1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show--

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the

solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) Submission, modification, or revision, of proposals.

(i) Offerors are responsible for submitting proposals, and any modifications, or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the

solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall--

(1) Mark the title page with the following legend: This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with-- the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

(2) Mark each sheet of data it wishes to restrict with the following legend: Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award. (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) The Government may disclose the following information in postaward debriefings to other offerors:

- (i) The overall evaluated cost or price and technical rating of the successful offeror;
- (ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection;
- (iii) A summary of the rationale for award; and

VI. For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(End of provision)

52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997)

(a) Exceptions from cost or pricing data. (1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Commercial item exception. For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include--

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The offeror shall prepare and submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(End of provision)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Indefinite/Delivery Indefinite/Quantity (IDIQ) (firm fixed price and time and materials task orders) base year with four (4) option years contract resulting from this solicitation.

(End of clause)

52.222-46 EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES (FEB 1993)

(a) Recompetition of service contracts may in some cases result in lowering the compensation (salaries and fringe benefits) paid or furnished professional employees. This lowering can be detrimental in obtaining the quality of professional services needed for adequate contract performance. It is therefore in the Government's best interest that professional employees, as defined in 29 CFR 541, be properly and fairly compensated. As part of their proposals, offerors will submit a total compensation plan setting forth salaries and fringe benefits proposed for the professional employees who will work under the contract. The Government will evaluate the plan to assure that it reflects a sound management approach and understanding of the contract requirements. This evaluation will include an assessment of the offeror's ability to provide uninterrupted high-quality work. The professional compensation proposed will be considered in terms of its impact upon recruiting and retention, its realism, and its consistency with a total plan for compensation. Supporting information will include data, such as recognized national and regional compensation surveys and studies of professional, public and private organizations, used in establishing the total compensation structure.

(b) The compensation levels proposed should reflect a clear understanding of work to be performed and should indicate the capability of the proposed compensation structure to obtain and keep suitably qualified personnel to meet mission objectives. The salary rates or ranges must take into account differences in skills, the complexity of various disciplines, and professional job difficulty. Additionally, proposals envisioning compensation levels lower than those of predecessor contractors for the same work will be evaluated on the basis of maintaining program continuity, uninterrupted high-quality work, and availability of required competent professional service employees. Offerors are cautioned that lowered compensation for essentially the same professional work may indicate lack of sound management judgment and lack of understanding of the requirement.

(c) The Government is concerned with the quality and stability of the work force to be employed on this contract. Professional compensation that is unrealistically low or not in reasonable relationship to the various job categories, since it may impair the Contractor's ability to attract and retain competent professional service employees, may be

viewed as evidence of failure to comprehend the complexity of the contract requirements.

(d) Failure to comply with these provisions may constitute sufficient cause to justify rejection of a proposal.

(End of provision)

52.232-13 NOTICE OF PROGRESS PAYMENTS (APR 1984)

The need for customary progress payments conforming to the regulations in Subpart 32.5 of the Federal Acquisition Regulation (FAR) will not be considered as a handicap or adverse factor in the award of the contract. The Progress Payments clause included in this solicitation will be included in any resulting contract, modified or altered if necessary in accordance with subsection 52.232-16 and its Alternate I of the FAR. Even though the clause is included in the contract, the clause shall be inoperative during any time the contractor's accounting system and controls are determined by the Government to be inadequate for segregation and accumulation of contract costs.

(End of clause)

52.233-2 SERVICE OF PROTEST (AUG 1996)

VII. Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

U.S. Army Engineering & Support Center, Huntsville
ATTN: CEHNC-CT-P/Carol Sargent
4820 University Square
Huntsville, AL 35816-1822
Facsimile number: 256-895-1197
e-mail address: Carol.T.Sargent@usace.army.mil

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

52.237-10 IDENTIFICATION OF UNCOMPENSATED OVERTIME (OCT 1997)

(a) Definitions. As used in this provision--

Uncompensated overtime means the hours worked without additional compensation in excess of an average of 40 hours per week by direct charge employees who are exempt from the Fair Labor Standards Act. Compensated personal absences such as holidays, vacations, and sick leave shall be included in the normal work week for purposes of computing uncompensated overtime hours.

Uncompensated overtime rate is the rate that results from multiplying the hourly rate for a 40-hour work week by 40, and then dividing by the proposed hours per week. For example, 45 hours proposed on a 40-hour work week basis at \$20 per hour would be converted to an uncompensated overtime rate of \$17.78 per hour ($\20.00×40 divided by 45 = \$17.78).

(b) For any proposed hours against which an uncompensated overtime rate is applied, the offeror shall identify in its proposal the hours in excess of an average of 40 hours per week, by labor category at the same level of detail as compensated hours, and the uncompensated overtime rate per hour, whether at the prime or subcontract level. This includes uncompensated overtime hours that are in indirect cost pools for personnel whose regular hours are normally charged direct.

(c) The offeror's accounting practices used to estimate uncompensated overtime must be consistent with its cost accounting practices used to accumulate and report uncompensated overtime hours.

(d) Proposals that include unrealistically low labor rates, or that do not otherwise demonstrate cost realism, will be considered in a risk assessment and will be evaluated for award in accordance with that assessment.

(e) The offeror shall include a copy of its policy addressing uncompensated overtime with its proposal.

(End of clause)

Section M - Evaluation Factors for Award

EVALUATION FACTORS

EVALUATION FACTORS

All proposals will be evaluated based on the evaluation factors listed below. The lowest priced proposal may not necessarily receive the award; likewise, the highest rated technical proposal may not necessarily receive the award. Factor 1 and Factor 2 are equal in importance. Factor 3 is slightly less important than Factor 1 and Factor 2.

1.0 Technical. The evaluation factors which will be adjectivally rated, are listed below. The factors and sub-factors to be addressed and evaluated are listed below including the weighting of the sub-factors.

Factor 1 - Technical Experience

Sub-factors are listed in descending order of importance

a. Knowledge of the following subsystems:

- ☐ Intrusion Detection Systems
- ☐ Electronic Entry Control Systems
- ☐ Closed-Circuit Television
- ☐ Data Transmission Systems

- ☐ Site Survey Experience
 - (1) DOD Facilities
 - (2) Federal agencies
 - (3) CONUS/OCONUS locations
 - (4) Force Protection Surveys
 - (5) Anti-terrorism vulnerability assessments
 - (6) Preparation of cost estimates
 - (7) Drawing preparation

- ☐ Ancillary Support
 - (1) Factory Testing
 - (2) Performance verification testing (PVT)
 - (3) Endurance testing
 - (4) On-site installation inspection
 - (5) Quality control
 - (6) Title II services

- ☐ Knowledge of the following criteria:
 - ☐ Unified Facility Guide Specifications
 - ☐ Army Regulations
 - ☐ DOD Minimum Construction Standards

Factor 2 – Management/Organization Capability/Key Personnel

The following sub-factors are equally important:

- (1) Offeror's ability to manage a program of this complexity

- (2) A proposed organization chart
- (3) Resumes of key personnel supporting this contract

Factor 3 – Past Performance

The sub-factors to be evaluated under Factor 3 are equally important. These factors are as follows:

- (1) The offeror's history of reasonable and cooperative behavior and commitment to customer satisfaction.
- (2) The offeror's general concern for the interest of the customer.
- (3) The offeror's record of conforming to contract requirements and standards.
- (4) The offeror's record of forecasting and controlling costs in problematic areas.
- (5) The offeror's adherence to contract schedules including the administrative aspects of performance and how well the tasks were completed.

2.0 Cost. Price will not be a rated criterion, but will be evaluated as to reasonableness and price realism. Offerors that are found to be unreasonably low/high may be considered unacceptable and may be rejected on that basis. A Defense Contract Audit Agency (DCAA) audit will be performed to determine reasonableness and affordability of proposed rates.

3.0 Adjectival Rating Standards

The evaluation factors will be adjectivally rated according to the guidance provided below:

Excellent: To receive this adjectival rating, the offeror must far exceed the requirements of the solicitation for the factor/sub-factor in question. In addition, the offeror has an outstanding approach and/or special qualification for the criterion being evaluated. The offeror demonstrates either through experience or approach, as applicable, that they bring some special contribution to this criterion and the project. The offeror has outstanding attributes that are very specifically applicable to the criterion. Exceptionally low risk of failure. No significant weak points.

Good: To receive this adjectival rating, the offeror must exceed the requirements of the solicitation for the factor/sub-factor in question. The offeror demonstrates that they have a good approach and are well qualified to perform the effort. The offeror has similar experience, or an approach, clearly applicable to the criterion. Minor risk of failure. Weak points can be readily overcome.

Satisfactory: To receive this adjectival rating, the offeror must satisfy all requirements of the solicitation for the factor/sub-factor in question. The offeror demonstrates that its organization can reasonably be expected to successfully perform these criteria. The offeror has acceptable experience, or an approach, which can be applied to these criteria. Acceptable risk of failure. Weak points, even significant weak points, identified but can be overcome.

Marginal: To receive this adjectival rating, the offeror satisfies a good number of the requirements of the solicitation (it may be unclear whether an offer meets the requirement, or shortcomings may be overcome) for the factor/sub-factor in question. Very real risk of failure. Significant weak points or failure to demonstrate the capability to meet a requirement may exist that could be overcome with some impact to the work.

Unsatisfactory: To receive this adjectival rating, the offeror satisfies some (or perhaps none of the) requirements of the solicitation for the factor/sub-factor in question. The offeror has a basic lack of understanding of the

requirements, or has major problem(s) on approach, resulting in failure to meet requirements in critical areas. Major revision required to reach acceptability. Near certain risk of failure.

The evaluators may assign further distinguishers such as low, mid, or high to each of the adjectival ratings described above if needed and warranted to properly portray the quality of each proposal.

4. BASIS FOR AWARD: Award will be made to the acceptable responsible offeror(s) whose proposal(s) are the most advantageous to the Government, based on quality and other factors specified elsewhere in the solicitation. The Government intends to award more than one contract (one to three awards) as a result of this solicitation. An award may be made for both ESS and UMCS or separate awards may be made for ESS and UMCS.

5. STAGGERED AWARDS WITH MINIMUM OBLIGATION: In accordance with Engineer FAR Supplement (EFARS) 16.504 the Contracting Officer has established a minimum quantity (obligation) of \$5,000.00 for each awardee for the base year. Due to these funding constraints, the Government may award contracts over a staggered period ending within 180 days after initial award. Proposals will be evaluated and offerors outside the competitive range will be notified in accordance with FAR 15.609(c). Contractors will be selected for award based on the award criteria set forth in Section L and M of the solicitation. Those offeror's who are eligible for award but award is not made due to funding constraints will be notified. The Government will make awards as expeditiously as possible during this period, but makes no guarantee as to the number of contracts to be awarded under this solicitation.

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52.217-5 EVALUATION OF OPTIONS (JUL 1990)

(a) Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(b) The Government may reject an offer as nonresponsive if it is materially unbalanced as to prices for the basic requirement and the option quantities. An offer is unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated for other work.

(End of provision)